

Sedania As Salam Capital Sdn. Bhd. (collectively, “SASC”, “we”, “us” or “our”) involves in the business of offering Islamic Financial Tawaruq (“Fund-raising”) Trading Platform in Malaysia that facilitates Islamic Financing through Financial Technology (“Fintech”) platform and is operating and managing the As-Sidq’s website <http://sedaniaassalam.com/> (hereinafter referred to as “SASC’s Website”)

SASC’s Website is used inter alia as an online technology driven market place for aggregation, display, comparison of financial products offered by various banks and financial institutions (“Service”).

SASC’s Website Privacy Policy (“Privacy Policy”) lays out the terms and conditions in relation to your personal data, of which is subjected to the Malaysian laws of Personal Data Protection Act 2010 (“PDPA 2010”).

This Privacy Policy serves as a valid notice to our consumers and/ or users (“You”, “you”) to inform the purposes of data collection as well as to explain how data is processed. You are advised use this Privacy Policy as a guide to understand and be aware of your rights in relation to your personal data thus being able to make an informed decision upon giving your consent.

A. PDPA 2010

1. GENERAL

1.1. Purpose

In order to ensure the optimization of our Services through the SASC’s Website ie. to process, administer and/or manage your relationship and/or account with SASC, your personal information will be collected, used, disclosed and/or processed by SASC for one or more of the following purposes:-

- 1.1.1. To create your account and provide the Services to you. We use the information we collect to create and secure your account, create and maintain your Membership Profile, and to provide the Services to you.
- 1.1.2. To improve our propositions and counsels by customizing our content to your suitability as well as the way we match you to appropriate offers or insights.
- 1.1.3. To process your enquiries and application for personal financing through Website;
- 1.1.4. To provide you with the services of Website by matching you to suitable financial products by other external providers provided through Website;
- 1.1.5. To administer and/or manage your relationship and/or account(s) with SASC;
- 1.1.6. To carry out your instructions or responding to any enquiries by you;
- 1.1.7. To communicate service-related announcements, credit or ID monitoring alerts, recommendations, offers from our partners and other updates or promotions;
- 1.1.8. To carry out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by SASC;
- 1.1.9. For the recovery of any and all amounts owed to SASC;
- 1.1.10. For the process of reviewing and approving credit and approving the account(s), and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;

- 1.1.11. For security and/or verification in preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to your application or any other matter relating to your account(s), and whether or not there is any suspicion of the aforementioned;
 - 1.1.12. To manage SASC's infrastructure and business operations, and comply with the policies and procedures that may be required by law or that may have been put in place by SASC, including those relating to auditing, finance and accounting, billing and collections IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
 - 1.1.13. If consented by you via your registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and provide you with such activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your personal data, so we suggest that you read these carefully;
 - 1.1.14. To comply with applicable law in administering and managing your relationship with SASC; and/or
 - 1.1.15. If consented by you in the application form(s), account opening document(s) and/or other methods of consent notification, to provide for the dispatch of marketing information relating to banking, financial or investment services or products offered by SASC and SASC's affiliates, business partners and related companies (whether by SASC, SASC's affiliates, business partners or related companies) which SASC thinks is of benefit or interest to you via your consented method(s) of communication. (collectively, the "Purposes")
- 1.2. Collection
- 1.2.1. Upon registering as member of SASC's Website, SASC may collect a variety of your Personal Data, inclusive but not limited to the following:
 - a) Name;
 - b) National registration identity card number;
 - c) Gender;
 - d) Postal address;
 - e) Telephone number (home, mobile, office);
 - f) Email address;
 - g) Contact preferences;
 - h) Age;
 - i) Race;
 - j) Employer details and / or supporting documents;
 - k) Occupation;
 - l) Income and / or supporting documents;
 - m) Banking needs & preferences;
 - n) Preferred media channels;
 - o) Insurance needs & preferences;
 - p) Utilities supplier;
 - q) Marital status;
 - r) Residential status;

- s) Car ownership and / or supporting documents;
- t) Investment preferences;
- u) Location Data;
- v) Family and household information;
- w) Physical or Digital Signatures; and
- x) Information on commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

1.2.2. At any point of your usage of our Services, SASC shall, in order to improve the quality of the Services as well as to customise user experience, automatically collect data from you, inclusive but not limited to the following :

- a) Log Information - include things like your IP address, browser or device configuration, date and time of access; and
- b) Cookies - small text file that is stored on your computer that provide us with information about your online use of our website

2. DISCLOSURE

2.1. SASC may also need to disclose your personal data to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing your personal data for one or more of the above Purposes. You hereby acknowledge and agree that your personal data will/may be disclosed by SASC to the following third parties (whether located within or outside Malaysia):

- 2.1.1. SASC's affiliates, business partners or related companies and between each of them;
- 2.1.2. SASC's (or its affiliates, business partners or related companies) third party service providers or agents including but not limited to those who provide administrative, telecommunications, computer, payment or securities clearing or other services to SASC in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
- 2.1.3. any commodity supplier, bank or financial institution, and, in the event of default, to debt collection agencies;
- 2.1.4. any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring / provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;
- 2.1.5. any external services or products provider that is providing services or products through SASC;
- 2.1.6. any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
- 2.1.7. to SASC's auditors and professional advisors including its solicitors;
- 2.1.8. any person to whom SASC is under an obligation to make disclosure under the requirements of any law binding on SASC or any of SASC's branches or under and for the

purposes of any guidelines issued by regulatory or other authorities with which SASC or any of SASC's branches are expected to comply with;

- 2.1.9. any person to whom disclosure is permitted or required by any statutory provision or law;
- 2.1.10. any permitted assigns;
- 2.1.11. SASC's successors in title;
- 2.1.12. to any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

3. RIGHTS OF USERS

To the extent that the applicable law allows, you shall:-

- 3.1. have access to their personal data held by SASC and may request for the personal data to be corrected if the data is inaccurate, incomplete, misleading or not up-to-date by accessing the customer dashboard to edit their profile.
- 3.2. have the right to withdraw your consent at any time by written notice to SASC, pursuant to the PDPA 2010, however, depending on the circumstances and the nature/extent of your withdrawal, your withdrawal of consent may result in SASC's inability to provide you with the services and products and hence may result in the termination of your relationship and/or financing with SASC or other consequences of a legal nature which may arise by virtue of your legal relationship with SASC.
- 3.3. acknowledge that some personal information may be exempt from such access and correction rights in accordance with local personal data protection laws. You may wish to contact SASC at hello@assidq.com should you require for further assistance in requesting such access to, and/or correction of, your personal information.

4. SECURITY

- 4.1. SASC provides for security measures with 'Secure Sockets Layer' ("SSL") encrypted website to protect your personal data from loss, misuse, modification, destruction and/or accidental access/disclosure.
- 4.2. SASC guarantees your personal data shall be used solely for the intended Purpose and shall restrict the disclosure of your Personal Data to its employees or directors, or any authorized third party as mentioned in Clause 2 above strictly on a need-to-know basis.

5. RETENTION

- 5.1. Your personal data shall not be kept longer than is necessary for the fulfilment of the purposes stated and shall be destroyed/permanently deleted if it is no longer required for the purpose for which it was to be processed subjected to SASC's legal or regulatory requirements.

6. MISCELLANEOUS

- 6.1. For the avoidance of doubt, in the event that Malaysia personal data protection law permits an organization such as SASC to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.
- 6.2. You agree that where your written permission is required by law or otherwise for any such disclosure by SASC, the signing of the application form(s), account opening document(s), personal data consent form and/or other methods of consent notification, as well as in any

other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

- 6.3. You acknowledge that SASC has the rights, at its absolute discretion, from time to time, to withdraw, amend, omit and/or vary any part or the whole of the Privacy Policy upon written notice to you through e-mail notification or any other mode of communication deemed appropriate.
- 6.4. You are advised to make regular checks on Website for any changes in the Privacy Policy. The prevailing amended and varied Privacy Policy will be published on Website and shall supersede all previous versions. While it is not generally feasible to notify you of the changes to this Policy, the latest version of this Policy will be available on our website. This policy is not a contract, nor does it suggest any obligation on our part with another party.
- 6.5. SASC's Website has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you, but we make no assurances about our ability to prevent any such loss to you or to any third party arising out of any such loss, misuse, or alteration.
- 6.6. From time-to-time, SASC's Website may contain links to other websites (if applicable)s. If you choose to visit those websites, it is important to understand our privacy practices and terms of use do not extend to those sites. It is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their practices.

[] By clicking I Accept, I hereby acknowledge that I have read the Privacy Policy, and that I agree to consent to my personal data to SASC to be governed under this Privacy Policy and to be bound by them