

PERSONAL DATA PROTECTION NOTICE (For Customers and Service Providers)

This Personal Data Protection Notice ("Notice") under this website and/or mobile apps ("Services") of the platform operator known as / referred as pawnlive.my ("Pawnlive") is committed to keep individual information of customers and clients protected and secured.

Pawnlive is managed and developed by a software providing company known as Bright-Win Technology (M) Sdn. Bhd and all its branches in Malaysia. The purpose of this Notice encompasses the method and procedure as to how we store data obtained from our data subjects. At all times, data subjects are in full control of the data obtained and any disclosure of the said data must be made with the consent of the data subject.

This Notice is made pursuant to the Personal Data Protection Act 2010 ("PDPA") with the main purpose of upholding and protecting all rights owed to data owners. This Notice is not made with the intention of usurping any customers from any licensed pawnbrokers within Malaysia.

Security of Personal Information

The security of individual information is of our utmost importance. We secure this information by keeping up physical, electronic, and procedural protections that meet or surpass all relevant laws/policies/ protocols of Malaysia. Our representatives are well-trained in the best possible treatment of individual information. When we utilize third parties to give services to us, we expect them to ensure the privacy of individual information that is transmitted to them, to relevant Customers (this refers to licensed Pawnbroker that employ our Services in Malaysia).

What personal data we collect and how we collect your data?

Personal data refers to any information that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of Pawnlive, including any sensitive personal data and expression of opinion, video recordings made through close circuit security surveillance cameras placed for security reasons and audio recordings about the individual.

The types of personal data we collect may include, but is not limited to your name, address, profile photo, other contact details, nationality, phone number, email, occupation, purpose of transaction, financial information such as your income, or income tax particulars, your identity card or passport, place of birth, credit history and your transaction history.

We may also store or use images that are taken using the built in app features. Furthermore, this includes the use of Services including but not limited to date, time and other related details. Failure to provide such personal data/sensitive personal data may result in Pawnlive being unable to provide you with effective and

continuous products and Services. Pawnlive will collect your personal data through below:

- When you subscribe one of our Services/ products or activate an account with us and/or any third party services provider engaged by us;
- When you register or use at Pawnlive Services;
- When you contact any of Pawnlive entities/ representatives through different approaches for example, application forms, emails and letters, telephone calls and conversations you have with us. In the event that you reach us or we get in touch with you utilizing phone, we may screen or record the telephone call for quality affirmation, training and security purposes;
- We may likewise acquire your own information when you take an interest in client surveys or when you agree to accept to join any of our promotion campaigns/ competitions; and
- When we acquire any information and data from approved associate/external parties. (For example, credit reference offices, administrative and enforcement offices, recruitment organizations, business owners, Customers subject to respective law requirement, schools, colleges, legitimate delegates).

Link to privacy policy of third-party service providers used by the mobile app and/or website.

- [Google Play Services](#)
- [IOS store](#)
- [IPay88](#)

* Product/services or company names mentioned herein may also be the trademarks of their respective owners.

The purposes for collecting your personal data:

The purpose for which personal data is collected will vary and further processed depends on the nature of your relationship with us and/or our third-party service providers. Your personal data may be used for the following purposes:

- To process applications for open your account with us for any product and Services;
- To verify your financial position through a third-party/ approved credit agencies;
- To process your payments made under this Services;
- For verification and security purposes that related to this Services;
- To manage internal record keeping and maintain your account and facility of use;
- For internal analysing purposes to study our marketing initiative effectiveness, market survey, statistical analysis and modelling, reporting, compliance, audit

and risk management, avoid fraud and any other purposes relating to business' operations;

- For direct marketing and telemarketing purposes;
- To respond to inquiries & complaints;
- For such other purposes as permitted by applicable law or with your consent;
- To monitor, analyse, evaluate and improve your usage of the Services;
- To ensure the photo collected for Services profile purpose usage only and first time verification registration only; and/or
- To ensure the clarity of data given is according to the customers previous or new data.

Disclosure of your personal data:

Your personal data will be kept strictly confidential but such personal data (except face photo) may be provided to third-parties who carry out functions on behalf of Pawnlive and with whom we have contractual agreements for some of our functions, services and activities for the purposes set out below:

- Providing data to approved delivery partners, (Sea/ Air/ Land freight);
- Providing data to financial services (Insurance);
- Providing data to business professional advisors and external auditor;
- Providing data to customer service providers;
- Providing data to telemarketing agencies;
- Providing data to database system providers;
- Providing data to e-Commerce providers;
- Providing data to government agencies/ statutory bodies/ authorities (if any);
- Providing data to SMS service providers;
- To any of our affiliates in and outside Malaysia who is/are connected to Pawnlive;
- To any Users associate with Customers, Service Providers in connection and/or during any merger, sale of company assets, related Services, consolidation, restructuring, acquisition of all or part of our business by/or into another company(if any); and/or
- Providing data to online payment gateways partners such as lpay88 to help handle the online payment feature within the Services.

Disclosure of your information may include the exchange of your own information to places outside of Malaysia, and by giving us your own information you consent to such an exchange where it is required to give you the services/ products you have asked for, and for the execution of any legally binding commitments you have with Pawnlive.

We may share your information for our Protection and the Protection of Others.

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or

comply with a judicial proceeding, court order, or legal process served on our Services; enforce or apply this Privacy Policy, our Services Terms of Use or other agreements; or protect the rights, copyright owners, property or safety of the Services, its Users or others.

Your Rights

a) Right to request access to personal data.

You are entitled to request access to your personal data that is processed by us with reasonable written email notice and we will revert within 14 working days.

b) Right to request correction of personal data.

You are entitled to request the correction of your personal data that is held by us with reasonable written email notice during operating business hours. With respect to this, you may:

1. request correction and/ or update of your personal data that is inaccurate, incomplete or out-of-date; and
2. request retention of your personal data only as long as necessary for the fulfilment of the purpose stated above.

c) Right to decline/delete of personal data.

You are entitled to decline the request of your personal data by NOT accept this Services PDPA and Terms & Conditions or you may contact directly with us during operating business hours.

Complaints and Disputes

If you have reason to believe that we have breached the principles as laid out in this notice, we urge you to raise it with us during operating business hours and within a reasonable time frame.

Your Privacy Preferences and How to Contact Us:

Please remember that we will protect your personal data regardless of your privacy preferences. If: you wish to find out more information, or raise any specific or general concerns about Pawnlive and this Notice, you may:

Whatsapp: **016-2163761**

Email: **contact@pawnlive.my**

Pawnlive has the right to refuse your requests to access and/or to make any correction to your Personal Data for reasons permitted under the law, such as the expense of providing access to you is disproportionate to the risks to your privacy. This Policy is subject to changes, and we reserve the right to amend, alter and/or vary this Policy from time to time. Notification of changes would be made known to you through any suitable medium of communication or through our Services. In any event of conflict between the English and Bahasa Malaysia language versions of this Policy, the English version shall prevail.

NOTIS PERLINDUNGAN DATA PERIBADI

(Untuk Pelanggan dan Penyedia Perkhidmatan)

Ini adalah senarai Notis Perlindungan Data Peribadi (selepas ini disebut sebagai "Notis") di bawah laman web ini atau aplikasi mudah alih (selepas ini disebut sebagai "Perkhidmatan") dari pengendali platform pawnlive.my (selanjutnya disebut sebagai "Pawnlive") berkomitmen untuk menyimpan maklumat individu orang ("pelanggan") dilindungi dan dijamin.

Pawnlive dikendalikan dan dikembangkan oleh penyedia perisian Bright-Win Technology (M) Sdn. Bhd. termasuk cawangannya di Malaysia. Kami mempercayai Notis ini menyebabkan anda menyedari bagaimana kami menangani maklumat individu mengenai subjek data yang kami kumpulkan dan bagaimana subjek data dapat mengawal pernyataan kami mengenai maklumat tersebut. Pawnlive tunduk pada Akta Perlindungan Data Peribadi 2010 (selepas ini disebut sebagai "PDPA") dan Notis ini bertujuan untuk menggariskan bagaimana kami berhasrat untuk memberikan semua hak dan perlindungan dan mengenai apa yang subjek data berhak. Notis ini TIDAK menimpa dan / atau mengambil alih mana-mana Pelanggan (makna Pajak Gadai berlesen di Malaysia) masing-masing.

Keselamatan Maklumat Peribadi

Keselamatan maklumat individu mengenai anda adalah kepentingan kami. Kami melindungi maklumat ini dengan menjaga perlindungan fizikal, elektronik, dan prosedur yang memenuhi atau melampaui undang-undang material. Kami melatih wakil kami dalam rawatan maklumat individu dengan sebaik mungkin. Apabila kami menggunakan pihak ketiga untuk memberikan perkhidmatan kepada kami, kami mengharapkan mereka memastikan kerahsiaan maklumat individu yang dihantar kepada mereka, kepada Rakan Perniagaan yang relevan dan Pelanggan (makna pelanggan Pajak Gadai berlesen yang guna Perkhidmatan di Malaysia).

Data peribadi apa yang kami kumpulkan dan bagaimana kami mengumpulkan data anda?

Data peribadi merujuk kepada sebarang maklumat yang berkaitan secara langsung atau tidak langsung dengan individu, yang dikenal pasti atau dikenali dari maklumat tersebut atau dari itu dan maklumat lain yang dimiliki oleh Pawnlive, termasuk data peribadi sensitif dan ekspresi pendapat, video rakaman dibuat melalui kamera pengawasan keselamatan litar jarak dekat yang ditempatkan atas alasan keselamatan dan rakaman audio mengenai individu tersebut. Jenis data peribadi yang kami kumpulkan mungkin termasuk, tetapi tidak terhad kepada nama, alamat, gambar profil, maklumat hubungan lain, kerakyatan, nombor telefon, e-mel, pekerjaan, tujuan urus niaga, maklumat kewangan seperti pendapatan anda, atau cukai pendapatan yang menunjukkan kad pengenalan atau passport anda, tempat kelahiran, sejarah kredit dan sejarah urus niaga anda. Kami juga boleh menyimpan atau menggunakan gambar yang diambil menggunakan ciri aplikasi bawaan. Selain itu, ini termasuk penggunaan Perkhidmatan (termasuk tarikh, masa dan maklumat lain yang berkaitan). Kegagalan memberikan data peribadi / data peribadi sensitif ini boleh menyebabkan Pawnlive tidak dapat memberikan anda produk dan

Perkhidmatan yang berkesan dan berterusan . Pawnlive akan mengumpulkan data peribadi anda melalui di bawah:

- Apabila anda melanggan salah satu Perkhidmatan / produk kami atau mengaktifkan akaun dengan kami dan / atau mana-mana pembekal perkhidmatan pihak ke-3 yang dilakukan oleh kami.
- Apabila anda mendaftar atau guna di Perkhidmatan Pawnlive.
- Apabila anda menghubungi mana-mana entiti / wakil Pawnlive melalui pendekatan yang berbeza seperti borang permohonan, e-mel dan surat, panggilan telefon dan perbualan yang anda lakukan dengan kakitangan kami. Sekiranya anda menghubungi kami atau kami menghubungi anda dengan menggunakan telepon, kami dapat menyaring atau merakam panggilan telepon tersebut untuk penegasan kualiti, latihan dan keselamatan.
- Kami juga mungkin memperoleh maklumat anda sendiri semasa anda berminat dengan tinjauan pelanggan atau ketika anda setuju untuk menerima untuk menyertai kempen / pertandingan promosi kami.
- Apabila kami memperoleh maklumat dan data dari pihak bersekutu / luar yang diluluskan (contohnya pejabat rujukan kredit, pejabat pentadbiran dan penguatkuasaan, organisasi pengambilan pekerja, pemilik perniagaan, Pelanggan yang tertakluk kepada keperluan undang-undang, sekolah, kolej, perwakilan yang sah).

Pautan ke dasar privasi penyedia perkhidmatan pihak ketiga yang digunakan oleh aplikasi mudah alih dan / atau laman web.

- [Perkhidmatan Google Play](#)
- [Perkhidmatan IOS](#)
- [lpay88](#)

* Produk / perkhidmatan atau nama syarikat yang disebutkan di sini juga boleh menjadi tanda dagang pemiliknya masing-masing.

Tujuan untuk mengumpulkan data peribadi anda:

Tujuan data peribadi dikumpulkan akan berbeza dan diproses lebih lanjut bergantung pada sifat hubungan anda dengan kami dan / atau penyedia perkhidmatan pihak ketiga kami. Data peribadi anda boleh digunakan untuk tujuan berikut:

- Untuk memproses permohonan untuk membuka akaun anda dengan kami untuk sebarang produk dan Perkhidmatan.
- Untuk mengesahkan kedudukan kewangan anda melalui pihak ketiga / agensi kredit yang diluluskan.
- Untuk memproses pembayaran anda yang dibuat di bawah Perkhidmatan ini.
- Untuk tujuan pengesahan dan keselamatan yang berkaitan dengan Perkhidmatan ini.

- Untuk menguruskan penyimpanan rekod dalaman dan mengekalkan akaun dan kemudahan penggunaan anda.
- Untuk tujuan analisis dalaman untuk mengkaji keberkesanan inisiatif pemasaran kami, tinjauan pasaran, analisis statistik dan pemodelan, pelaporan, pematuhan, audit dan pengurusan risiko, mengelakkan penipuan dan tujuan lain yang berkaitan dengan operasi perniagaan.
- Untuk tujuan pemasaran langsung dan telemarketing.
- Untuk menjawab pertanyaan & aduan.
- Untuk tujuan lain seperti yang dibenarkan oleh undang-undang yang berlaku atau dengan izin anda.
- Untuk memantau, menganalisis, menilai dan meningkatkan penggunaan Perkhidmatan yang anda alami.
- Untuk memastikan gambar dikumpul untuk tujuan profil Perkhidmatan sahaja dan juga kegunaan pendaftaran kali pertama sahaja.
- Untuk memastikan kejelasan data yang diberikan adalah mengikut pelanggan data sebelumnya atau baru.

Pendedahan data peribadi anda:

Data peribadi anda akan dirahsiakan tetapi data peribadi (tidak termasuk gambar muka) tersebut mungkin diberikan kepada pihak ketiga yang menjalankan fungsi atas nama Pawnlive dengan siapa kami mempunyai perjanjian kontrak untuk beberapa fungsi, perkhidmatan dan aktiviti kami untuk tujuan yang dinyatakan di bawah:

- Memberikan data kepada rakan kiriman yang diluluskan, (Pengangkutan laut / udara / darat).
- Memberi data kepada perkhidmatan kewangan (Insurans).
- Memberi data kepada penasihat profesional perniagaan dan juruaudit luaran.
- Menyediakan data kepada penyedia perkhidmatan pelanggan.
- Menyediakan data kepada agensi telemarketing.
- Menyediakan data kepada penyedia sistem pangkalan data.
- Memberi data kepada penyedia e-Dagang.
- Menyediakan data kepada agensi kerajaan / badan berkanun / pihak berkuasa (jika ada).
- Memberi data kepada penyedia perkhidmatan SMS.
- Kepada mana-mana sekutu kami di dalam dan di luar Malaysia yang / berhubung dengan Pawnlive.
- Kepada mana-mana Pengguna yang bersekutu dengan Pelanggan, penyedia perkhidmatan yang berkaitan dan / atau semasa penggabungan, penjualan aset syarikat, Perkhidmatan yang berkaitan, penyatuan, penyusunan semula, pemerolehan semua atau sebahagian perniagaan kami oleh / atau ke syarikat lain (jika ada).

- Menyediakan data ke rakan kongsi gerbang pembayaran dalam talian seperti Ipay88 untuk membantu menangani ciri pembayaran dalam talian dalam Perkhidmatan.

Penyataan maklumat anda mungkin merangkumi pertukaran maklumat anda sendiri ke tempat-tempat di luar Malaysia, dan dengan memberi kami maklumat anda sendiri, anda bersetuju untuk pertukaran tersebut di mana diperlukan untuk memberi anda perkhidmatan / produk yang anda minta, dan untuk pelaksanaan sebarang komitmen yang mengikat secara sah yang anda miliki dengan Pawnlive.

Kami mungkin berkongsi maklumat anda untuk Perlindungan kami dan Perlindungan Orang Lain.

Kami berhak untuk mengungkapkan maklumat peribadi anda yang diperlukan oleh undang-undang dan apabila kami percaya bahawa pendedahan itu diperlukan untuk melindungi hak kami dan / atau mematuhi proses kehakiman, perintah pengadilan, atau proses hukum yang disajikan di Perkhidmatan kami; menguatkuasakan atau menerapkan Dasar Privasi ini, Syarat Penggunaan Perkhidmatan kami atau perjanjian lain; atau melindungi hak, pemilik hakcipta harta atau keselamatan Perkhidmatan, Pengguna atau orang lain.

Hak Anda

a) Hak untuk meminta akses ke data peribadi.

Anda berhak untuk meminta akses ke data peribadi anda yang diproses oleh kami dengan pemberitahuan bertulis dalam e-mel yang munasabah dan kami akan kembali dalam 14 hari bekerja.

b) Hak untuk meminta pembetulan data peribadi.

Anda berhak untuk meminta pembetulan data peribadi anda yang kami simpan dengan pemberitahuan bertulis dalam e-mel yang munasabah semasa waktu berkerja. Sehubungan dengan ini, anda boleh:

1. meminta pembetulan dan / atau kemas kini data peribadi anda yang tidak tepat, tidak lengkap atau ketinggalan zaman; dan
2. meminta penyimpanan data peribadi anda hanya selama yang diperlukan untuk memenuhi Tujuan yang dinyatakan di atas.

c) Hak untuk menolak data peribadi.

Anda berhak menolak permintaan data peribadi anda dengan TIDAK menerima PDPA dan Terma & Syarat Perkhidmatan ini atau anda boleh menghubungi kami secara terus semasa waktu perniagaan beroperasi.

Aduan dan Pertikaian

Sekiranya anda mempunyai alasan untuk mempercayai bahawa kami telah melanggar prinsip-prinsip seperti yang dinyatakan dalam pemberitahuan ini, kami

menggesa anda untuk membangkitkannya bersama kami semasa waktu perniagaan beroperasi.

Pilihan Privasi Anda dan Cara Menghubungi Kami:

Harap diingat bahawa kami akan melindungi data peribadi anda tanpa mengira pilihan privasi anda. Sekiranya: anda ingin mengetahui lebih banyak maklumat, atau menimbulkan kebimbangan khusus atau umum mengenai Pawnlive dan Notis ini, anda boleh:

Hubungi whatsapp: 016-2163761

E-mel: contact@pawnlive.my

Pawnlive berhak untuk menolak permintaan anda untuk mengakses dan / atau membuat pembedahan terhadap Data Peribadi anda dengan alasan yang dibenarkan di bawah undang-undang, seperti perbelanjaan untuk memberikan akses kepada anda tidak sebanding dengan risiko privasi yang anda hadapi. Polisi ini boleh berubah dan kami berhak untuk meminda, mengubah dan / atau mengubah Polisi ini dari semasa ke semasa. Pemberitahuan mengenai perubahan akan diberitahu kepada anda melalui media komunikasi yang sesuai atau melalui Perkhidmatan kami. Sekiranya terdapat percanggahan antara versi Bahasa Inggeris dan Bahasa Malaysia dalam Dasar ini, versi Bahasa Inggeris akan diguna pakai.

1. TERMS AND CONDITIONS OF USE

By downloading, browsing, accessing or using this Pawnlive mobile application (“Mobile Application Services”) and/ or Pawnlive website services (“Website”) (the Mobile Application Services and the Website are hereinafter collectively referred to as “Platforms” and “Platform” shall mean any of them), You (which definition shall include User) agree to be bound by these Terms and Conditions of Use. Additionally, you shall be governed by the Malaysia Pawnbrokers Act 1972 (“Law”) of the respective licensed pawnshops in Malaysia. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Platforms and your use of the services offered on the Platforms. Continued use of the Platforms will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time. You must be above 18 years of age and by using the Services as herein defined, you represent that you are 18 years and above of age.

Pawnlive is wholly owned by BRIGHT-WIN TECHNOLOGY (M) SDN. BHD. (199801000716/456842-H) (“Bright-Win”) with its place of business at 21-1A, Jalan Perdana 4/8, Taman Pandan Perdana, 55300 Kuala Lumpur. References to Pawnlive shall mean Bright-Win and vice versa. Bright-Win is not a licenced pawnbroker under the Act and is merely providing this platform for services available to both pawnbrokers and registered users of the Platforms. The Platforms provided by Bright-Win constitute a technology platform that enable users of the Platforms the Services made available by Pawnlive to facilitate transactions as between the Pawnbroker, as hereinafter defined, and/or registered users of the Platforms, including but not limited to purchases, payments of purchase with independent third party providers of such services. You acknowledge that Pawnlive does not provide pawnbroking services or function as a licensed pawnbroker and that all pawnbroking transactions or services are provided by independent third parties who are not employed by Pawnlive or any of its affiliates. Pawnlive is not a licensed pawnbroker under the Pawnbrokers Act 1972 and is merely acting only as a host by providing services and act only as a means of communication intended to provide online access to both Pawnbrokers and registered users of any of the Platforms. Take notice that unless specified in writing, all payments are to be made to Bright-Win through Platforms and no other party is authorised to accept any payment. Pawnlive shall not be held responsible or liable if any payments were made by You to other party(ies) not authorised by Pawnlive.

2. DEFINITIONS

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"Account" means an individual account profile (your name, email, phone number and any other information as we deem necessary) created by a User on the Mobile Application and/or Website as part of Registration.

“Act” means Pawnbrokers Act 1972 and shall include such amendments thereto.

"Merchant" refers to any entity whose products can be purchased (as the case may be) via the Mobile Application and/or Website.

“Pawnbroker” means a person carrying the business of a pawnbroker licensed under the Act, which shall mean to include a licensed auctioneer under the said Act.

“Products” means an items sold under Merchant services of these Terms and Conditions of Use, and "Product" means any one of them.

“Purchase” means User’s purchase of any items made available for sale by Merchant on the Platforms. Pawnlive does in any way warrant the legitimacy of such products and shall in anyway whatsoever be

held responsible or liable for such products. For avoidance of doubt, any successful Purchase shall be strictly between the Merchant and the user of the Platforms.

"Register" means to create an Account by completing all required information on the Mobile Application and/or Website and successfully approved by and activated by Pawnlive, and "Registration" means the act of creating such an Account. Pawnlive shall not be held responsible or liable in any way whatsoever for the non registration not due to the fault or default of Pawnlive or the non approval of the registration by Pawnlive.

"Services" means all the services provided by Pawnlive that made available via the Platforms to Users including report, broadcast, chat, purchase, and "Service" means any one of them,

"User" means a registered user of the any of the Platforms, including You and "users" means all registered users.

"Suppliers" refer to third parties, direct or indirect related business associates, payment gateway suppliers in the Mobile Application and/or Website, and "Supplier" means any one of them.

"Privacy Policy" means the privacy policy set out in Clause 14 of these Terms and Conditions of Use.

3. GENERAL TERMS ABOUT THE PLATFORMS AND THE SERVICES

3.1 Applicability of terms and conditions: You must register with Pawnlive for the use of any of the Platforms and the use of any Services and/or the Platforms are subject to these Terms and Conditions of Use and such amendments from time to time as Pawnlive may deem fit. You are advised to regularly check and view the then current terms.

3.2 Upon registration on the Platforms, Pawnlive shall assign an account with OTP(one time password) log in and, You understand, acknowledge, and agree that the registration, access and the use of the Platforms will be for purposes within the definition of this Terms & Conditions only.

3.3 Location: The Platforms and the Services are intended solely for use by users who are registered with Pawnlive. Any material downloaded, accessed or otherwise obtained via the Platforms by any means is done at Your own risk and You are solely responsible for any damage caused to Pawnlive including its network or Platforms or any loss of data that may result from the download of any such material. Pawnlive shall not in any way be held responsible or liable for any consequences of the use of the Platforms by You. We make no representation that the Services (or any goods or services) are available or otherwise suitable for use outside of Malaysia. Notwithstanding the above, if You access to any of the Platforms for services from locations outside Malaysia, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws of the respective countries.

3.4 Scope: The Platforms and the Services are for your non-commercial, personal use only and must not be used for business purposes. Any third party contents and/or links may or may not be directly published or controlled by us, and such information may not be interpreted our agents or representatives acting on our behalf.

3.5 Prevention on use: We reserve the absolute right to prevent You from using the Platforms or to terminate your Account at any time whether with or without notice or with or without any reasons given. Notwithstanding the above, Pawnlive reserves the right, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Your Account in the event of breach of any of the terms herein or if Pawnlive has received notice that You are in breach of any agreement or undertaking with any affiliates of Pawnlive including without limitation iPay88, or the Pawnbroker and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Pawnlive reserves the right to, but shall not be required to investigate such breach or request

confirmation from You. Without limiting the generality of the provisions herein, a user would be considered as being in breach of the terms herein in any of the following circumstances:-

- (a) upon complaint received from the Pawnbroker or any third party, or Pawnlive has reasonable grounds to believe that such You have wilfully or materially failed to perform Your contract, undertaking or agreement with the Pawnbroker such or any third party including without limitation where You have materially failed to meet the terms and descriptions outlined in Your contract with such Pawnbroker or any third party;
- (b) Pawnlive has reasonable grounds to suspect that You have committed a criminal offence or other false or misleading information,
- (c) Pawnlive has reasonable grounds to suspect that any information provided by You is not current or complete or is untrue, inaccurate, or misleading, or
- (d) Pawnlive believes that Your action(s) may cause financial loss or legal liability or damage to reputation to Pawnlive or the Pawnbroker or any of our affiliates or any other users.

3.6 Equipment and Networks: The provision of the Services and the Platforms does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Platforms or any of the Services. To access to the Platforms or Services, You will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the Platforms. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Platforms or any such third party charges as may arise. You accept responsibility for any such charges that arise.

3.7 Permission to use Platforms: If You are using a device which You are not the registered owner, it shall be deemed that You have the permission or authority from the registered owner of such device to access the Platforms. Such permission or authority shall include enabling all information posted or transmitted by You, including login details, are traceable. You shall be solely responsible and liable for such action, as if carried out or transmitted by You personally.

3.8 License to Use Material: By submitting or uploading any text, video, voice or images (including photographs) Images and videos and information relating to images or videos, such as patterns associated with images or videos for facial recognition purposes (collectively referred to as "Material") onto the Platforms, You represent that You are the owner of the Material, or have proper authorisation from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material to promote any products or services.

4. LOCATION ALERTS AND NOTIFICATIONS

You agree to receive pre-programmed notifications ("Location Alerts") on the Mobile Application from Shops if you have turned on locational services on your mobile telephone or other handheld devices (as the case may be).

5. YOUR OBLIGATIONS

5.1 Merchant terms: You agree to (and shall) abide by the terms and conditions of the relevant Merchant for which your Product relates to, as may be amended from time to time.

5.2 Shop terms: You agree to (and shall) abide by the terms and conditions of the Shop for, as may be amended from time to time.

5.3 Accurate information: You warrant that all information provided on Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account. You may be required to provide additional information from time to time as we deem necessary.

5.4 Content on the Platforms: It is your responsibility to ensure that any products or information available through the Platforms meet your specific requirements before making any purchase.

5.5 Prohibitions in relation to usage of the Platforms: Without limitation, you undertake not to use or permit anyone else to use the Platforms in any of the following manner:-

- (a) to send or receive any material which is not civil or tasteful;
- (b) to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, trademark, copyright, rights of personality, publicity or privacy or any other third party rights;
- (c) to send or receive any material for which You have not obtained all necessary licences and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- (d) to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- (e) to cause annoyance, inconvenience or needless anxiety;
- (f) to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- (g) for a purpose other than which we have designed them or intended them to be used;
- (h) for any fraudulent purpose;
- (i) other than in conformance with accepted Internet practices and practices of any connected networks;
- (j) in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
- (k) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

5.6 Prohibitions in relation to usage of Services, Mobile Application and/or Website: Without limitation, You further undertake not to or permit anyone else to:-

- (a) resell any products or information or Services of Platform;
- (b) furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers or any bank accounts;
- (c) attempt to circumvent our security or network including to access data not intended for You, log into a server or Account which You are not authorised to access, or probe the security of other networks (such as running a port scan);
- (d) execute any form of network monitoring which will intercept data not intended for You;

- (e) enter into fraudulent interactions or transactions with us or a Pawnbroker (including interacting or transacting purportedly on behalf of a third party where You have no authority to bind that third party or You are pretending to be a third party);
- (f) extract data from or hack into the Platforms;
- (g) use the Platforms in breach of these Terms and Conditions of Use;
- (h) engage in any unlawful activity in connection with the use of the Platforms; or
- (i) engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Platforms.

6. RULES ABOUT USE OF THE PLATFORMS

6.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Platforms will be free of faults, and we shall not be held liable or responsible for any such faults, errors or omissions. In the event of any such error, fault or omission, You are to should report it by contacting us at support@pawnlive.my .

6.2 We do not warrant that Your use of the Platforms will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Platforms will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Platforms, access to the Platforms may be suspended, restricted or terminated at any time.

6.3 We do not give any warranty that the Platforms are free from viruses, malware or anything else which may have a harmful effect on any technology.

6.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Platforms from time to time. Your access to the Platforms may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Platforms at any time.

6.5 We reserve the absolute right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

7. SUSPENSION AND TERMINATION

7.1 If You use (or anyone other than You, with Your permission uses) the Platforms, any Services in contravention of these Terms and Conditions of Use, we may suspend Your use of the Services and/or the Platforms.

7.2 If we suspend the Services or the Platforms, we may refuse to restore the Services or the Platforms for Your use until we receive an assurance from You, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use by You.

7.3 Pawnlive shall fully co-operate with any law enforcement authorities or court order requesting or directing Pawnlive to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

7.4 Without limitation to anything else in this Clause 7, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Services and/or the Platforms; (b) suspend Your use of the Services and/or Platforms; and/or (c) suspend the use of the Services and/or Platforms for persons we believe to be connected (in whatever manner) to You, if:

(a) you commit any breach of these Terms and Conditions of Use; or

(b) we suspect, on reasonable grounds, that You have, might or will commit a breach of these Terms and Conditions of Use; or

(c) we suspect, on reasonable grounds, that You may have committed or be committing any fraud against us or any person.

7.5 If we suspend, terminate or whatsoever that make Services or the Platforms not available, You are still responsible for timely payment (if any) to the Merchant.

7.6 Our rights under this Clause 7 shall not prejudice any other right or remedy we may have against You in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8. DISCLAIMER AND EXCLUSION OF LIABILITY

8.1 The Platforms, the information on the Platforms and use of all Services are provided on an "as is, as available" basis without any warranties whether express or implied.

8.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Platforms and its contents, including in relation to any inaccuracies or omissions in the Platforms, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

8.3 We do not warrant that the Platforms will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Platforms will not be affected by forces or circumstances beyond our control or acts of nature or any acts of God or other force majeure events, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, downtime, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, governmental actions or interventions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic. Pawnlive shall not in any way whatsoever be held responsible or liable for any consequences whether directly or indirectly, of such event or events including for any delay or failure or disruption of the content or the Services accessed or delivered through the Platforms or the creation or fulfilment of payment.

8.4 While we may use reasonable efforts to include accurate and up-to-date information on the Platforms, we make no warranties or representations as to its accuracy, timeliness or completeness.

8.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Platforms and the Services, your access to, use of or inability to use the Platforms and/or Services, reliance on or downloading from the Platforms, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

8.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Platforms and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated

savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

8.7 We shall not be liable for any misuse or unauthorised use of Your Account due to Your failure in keeping your login details.

8.8 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

8.9 Notwithstanding our efforts to ensure that our system is secure, You acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application and/or Website, or electronic mail transmitted to and from us, will not be monitored or read by others.

8.10 Pawnlive has no control over the quality of Services, the truth or accuracy of listings, or the quality of Items to be sold or sold or the ownership and right of such persons to sell such Items. Items are sold subject to the Terms and Conditions of the Merchant and it is Your duty and responsibility to understand such Terms and Conditions and/or to deal with the Merchant directly. You hereby expressly agree and undertake that you shall not hold Pawnlive responsible or liable for such Items purchased.

9. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, losses, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) Your use of the Platforms, (b) any other party's use of the Services using your face image, email, mobile phone number, and personal identification as per MyKad, and/or (c) Your breach of any of these Terms and Conditions of Use, and to pay us damages, costs, expenses, any other fees incurred and interest in connection with such claim, action, suit or proceeding.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All editorial content (any related format), information, photographs, illustrations, artwork and other graphic materials, and names, service marks, any patent, logos and trade marks on the Platforms are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our Suppliers, as the case may be. These works, logos, graphics, sounds or images cannot be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our Suppliers, as the case may be.

10.2 Nothing contained on the Platforms should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Platforms without our written permission. Misuse of any trademarks or any other content displayed on the Platforms is strictly prohibited.

10.3 We will not hesitate to take legal action against any unauthorised usage of our trade marks, registered design, patent, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trade marks of their respective owners.

11. AMENDMENTS

11.1 We may periodically make changes to the contents of the Platforms, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Platforms.

11.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Platforms and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon You.

12. APPLICABLE LAW AND JURISDICTION

12.1 The Platforms can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Platforms both You and we agree that the laws of the Malaysia, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Platforms.

12.2 You accept and agree that You shall submit to the exclusive jurisdiction of the courts of the Malaysia in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

13. REFUND POLICY

Terms and Conditions of Use on refund of payment made under the Platforms is NOT refundable due to all payments are directly go to Merchant. Any enquiries about this please refer to Merchant.

14. PRIVACY POLICY

14.1 Access to the Platforms is subject to this Privacy Policy. By accessing to the Platforms and by continuing to use the Services, You are deemed to have accepted this Privacy Policy, and in particular, You are deemed to have consented to our use and disclosure of Your personal information in the manner prescribed in this Privacy Policy and for the purposes set out herein:-

(a) to process the creation of your account and profile on the Platforms and to provide or allow you the access to the Platforms;

(b) to be used in the formation of a collaboration group;

(c) to provide you with the services available on the Platforms, as well as processing transactions and payments in connection therewith;

(d) for administrative purposes connected with the performance of the commercial relationship with you or the fulfillment of legal requirements (*e.g.*, accounting or tax requirements) or for complying with any requests from the competent authorities.

We reserve the right to amend this Privacy Policy from time to time. If You disagree with any part of this Privacy Policy, You must immediately discontinue Your access to the Platforms and your use of the Services.

14.2 As part of the normal operation of our Services, we collect, use and, in some cases, disclose information about You to third parties relating to the Services provided. Accordingly, we have developed this Privacy Policy in order for You to understand how we collect, use, communicate and disclose and make use of Your personal information when You use the Services on the Platforms:-

(a) before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

(b) we will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

(c) we will only retain personal information as long as necessary for the fulfilment of those purposes.

(d) we will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

(e) personal information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

(f) we will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification.

14.3 The information we may collect from you are personal data / personal information you provide to us through the respective Platforms and may vary depending on the type of relationship you have with us. Personal Data includes but is not limited to the following data/information:-

(a) Browsing Data

The information systems and software procedures used to operate the respective Platforms acquire personal data as part of their standard functioning. The transmission of such data is an inherent feature of Internet communication protocols. This data category includes, among other things, the designated device used by user, the location of the devices, the time of such requests, the method used for submitting a given request to the server, returned file size and other parameters related to the users' operating system and computer environment.

(b) Registration profile

If you decide to create an account on any of the Platforms, you are required to provide us your Personal Data such as name and e-mail address with the submission of the registration form. You may also include additional Personal Data such as Your name and identification number as per MyKad, address, telephone number, date of birth.

All personal information and data provided by you will be used by us for purpose as may be required and will not be made available in the public forum.

(c) Financial information and billing details

If you make any payment or make any purchase and/or use the services available, you will also be required to provide us Personal Data related to payments, including name, surname, address, telephone number, e-mail address, as well as, inter alia, credit card details, or bank account details.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

Date :25th Mac 2023