

## Privacy Policy

### INTRODUCTION

1.1 Junior Achievement Malaysia (JAM), its affiliates or any related companies (collectively or individually, "JAM", "we", "us", "our" or "ours", and shall include any other third party authorised for the collection of the personal data or any information being the subject matter of this Privacy Policy) take responsibilities under the Personal Data Protection Act, 2010 ("Act") seriously and we are committed to respecting the privacy rights and concerns of all Users (as defined in JAM Mall Terms of Service, collectively or individually, "Users", "you" or "your") who have access to or use our JAM Mall website (<https://jamalaysia.org.my/>) ("Website"). We recognize the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly obtain, manage, protect and process your personal data. This Privacy Policy ("Privacy Policy" or "Policy") outlines and explains on the policies and principles pertaining to the personal data that we collect and hold from you, how we collect, use, disclose and/or process the personal data you have provided to us and/or we possess about you, as well as to assist you in making an informed decision before providing us with any of your personal data. Please read this Privacy Policy carefully. If you have any questions regarding this Privacy Policy, please see the section entitled "Contact Us" at the end of this Privacy Policy.

1.2 "Personal Data" or "personal data" means data or any information, whether recorded in a material form or not and whether true or not, that relates directly or indirectly to an individual, who is identified or identifiable from that and other information to which we have or are likely to have access, where such individual refers to any of the Users (including individual who is not a Mall Buyer or Mall Seller (both as defined in JAM Mall Terms of Service) but whose data is required to be collected by us by reason of, or incidental to, the provision of services and/or to perform and complete any transactions on JAM Mall).

1.3 By you accessing to, using or visiting the Website, the platform and/or services thereto, you acknowledge and agree that you accept the practices, requirements, and/or policies outlined in this Privacy Policy, and you hereby consent to us collecting, using, disclosing and/or processing your personal data. IF YOU DO NOT CONSENT TO THE COLLECTING, USING, DISCLOSING AND/OR PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED IN THIS PRIVACY POLICY, PLEASE DO NOT USE OUR SERVICES OR ACCESS TO OR VISIT OUR WEBSITE. If we change our Privacy Policy, we will notify you by posting those changes or the amended Privacy Policy on our Website. We reserve the right to amend this Privacy Policy at any time. To the fullest extent permissible under applicable law, your continued accessing to, using or visiting the Website, the platform and/or services thereto, including placing of any orders, shall constitute your acknowledgement and consent to the Privacy Policy (and such Privacy Policy amended from time to time).

1.4 This Privacy Policy applies in conjunction with other notices, contractual clauses, consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override those notices or clauses unless we state expressly otherwise.

## 2. WHEN WILL WE COLLECT PERSONAL DATA?

2.1 We will/may collect personal data about you:

(a) when you register and/or use or browse the Website, the platform and/or services thereto, through mobile or web version, or open an account with us;

(b) when you submit any form, including, but not limited to, application forms or refund application or other forms relating to any of the Mall Items and/or transaction made through the JAM Mall on the Website and/or services thereto, whether online or by way of a physical form;

- (c) when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use the Website, the platform and/or services thereto;
- (d) when you interact with us, such as via telephone calls (which may be recorded), letters, fax, face-to-face meetings, social media platforms and emails;
- (e) when you use our electronic services or interact with us via our application or use services on our Website. This includes, without limitation, through cookies which we may deploy when you interact with our Website;
- (f) when you grant permissions on your device to share information with our Website;
- (g) when you carry out any transactions through the Website, the platform and/or services thereto;
- (h) when you provide us with feedback or complaints; or
- (i) when you submit your personal data to us for any reason.

The above does not purport to be exhaustive and sets out some common instances of when personal data about you may be collected.

### **3. THE PERSONAL DATA WE COLLECT FROM YOU**

3.1 The personal data that JAM may collect includes but is not limited to:

- name;
- email address;
- date of birth;
- billing and/or delivery address;
- bank account and payment information;
- telephone number;
- gender;
- information sent by or associated with the device(s) used to access our Website, the platform and/or services thereto;
- information about your network and the people and accounts you interact with;
- photographs or audio or video recordings that you share with us;
- government issued identification or other information required for our due diligence, know your customer identity verification, or fraud prevention purposes;
- marketing and communications data, such as your preferences in receiving marketing from us and third parties, your communication preferences and history of communications with us, our service providers, and other third parties;
- usage and transaction data, including details about your searches, orders, the advertising and content you interact with on our Website, the platform and/or services thereto related to you;
- location data;
- any other information about the User when the User signs up to use our Website, the platform and/or services thereto, and when the User uses our Website, the platform and/or services thereto, as well as information related to how the User uses our Website, the platform and/or services thereto; and
- aggregate data on content the User engages with.

3.2 You agree not to submit to us any information or personal data which is inaccurate or misleading, and you agree to inform us of any inaccuracies or changes to such information/ personal data. We reserve the right at our sole discretion to require further documentation to verify the information or personal data provided by you.

3.3 If you do not want us to collect the aforementioned information/personal data, you may opt out at any time by notifying us in writing about it. Note, however, that opting out of us collecting your personal data or withdrawing your consent for us to collect, use, disclose or process your personal data may affect your use of our Website, the platform and/or services thereto. For example, opting out of the collection of location information will cause its location-based features to be disabled.

#### **4. COLLECTION OF OTHER DATA**

4.1 As with most websites, your device sends information which may include data about you that gets logged by a web server when you browse our Website. This typically includes without limitation your device's Internet Protocol (IP) address, computer/mobile device operating system and browser type, type of mobile device, the characteristics of the mobile device, the unique device identifier (UDID) or mobile equipment identifier (MEID) for your mobile device, the address of a referring web site (if any), the pages you visit on our Website and the times of visit, and sometimes a "cookie" (which can be disabled using your browser preferences) to help the site remember your last visit. If you are logged in, this information is associated with your personal account. The information is also included in anonymous statistics to allow us to understand how visitors use our site.

4.2 Our Website may collect precise information about the location of your mobile device (if accessed from a mobile device) using technologies such as GPS, Wi-Fi, etc. We collect, use, disclose and/or process this information for one or more purposes including, without limitation, location-based services that you request or to deliver relevant content to you based on your location or to allow you to share your location to other Users as part of the services. For most mobile devices, you are able to withdraw your permission for us to acquire this information on your location through your device settings. If you have questions about how to disable your mobile device's location services, please contact your mobile device service provider or the device manufacturer.

4.3 As and when you view pages on our Website, when you watch content and advertising and access other software on our Website, the platform and/or services thereto, most of the same information is sent to us (including, without limitation, IP Address, operating system, etc.); but, instead of page views, your device sends us information on the content, advertisement viewed and/or software installed by our Website and time.

#### **5. COOKIES**

5.1 We or our authorised service providers and if applicable, advertising partners may from time to time use "cookies" or other features to allow us or third parties to collect or share information that in connection with your use of our Website, the platform and/or services thereto. These features help us improve our Website, the platform and/or services thereto we offer, help us offer new services and features, and/or enable us and our advertising partners serve more relevant content to you, including through remarketing. "Cookies" are identifiers that are stored on your computer or mobile device that record data about your computer or mobile device and how and when our Website, the platform and/or services thereto are used or visited, by how many people and other activity within our Website. We may link cookie information to personal data. Cookies also link to information regarding what items you have selected for purchase and web pages you have viewed. This information is used to keep track of your shopping cart, to deliver content specific to your interests, to conduct data analysis and to monitor usage of our Website, the platform and/or services thereto.

5.2 You may refuse the use of cookies by selecting the appropriate settings on your browser or mobile device. However, please note that if you do this you may not be able to use the full functionality of our Website, the platform and/or services thereto.

## 6. HOW DO WE USE THE INFORMATION YOU PROVIDE US/ PURPOSE?

6.1 We may collect, use, disclose and/or process your personal data for one or more of the following purposes:

- (a) to consider and/or process your application/transaction with us or your transactions or communications with third parties via our Website, the platform and/or services thereto;
- (b) to manage, operate, provide and/or administer your use of and/or access to our Website, the platform and/or services thereto, as well as your relationship and user account with us;
- (c) to manage, operate, administer and provide you with as well as to facilitate the provision of our Website, the platform and/or services thereto, including, without limitation, remembering your preferences;
- (d) to tailor your experience through our Website, the platform and/or services thereto by displaying content according to your interests and preferences, providing a faster method for you to access your account and submit information to us and allowing us to contact you, if necessary;
- (e) to respond to, process, deal with or complete a transaction and/or to fulfil your requests for certain Mall Items and notify you of issues and unusual account actions;
- (f) to enforce our JAM Mall Terms of Service or any applicable end user license agreements;
- (g) to protect personal safety and the rights, property or safety of others;
- (h) for identification, verification, due diligence or know your customer purposes;
- (i) to maintain and administer any software updates and/or other updates and support that may be required from time to time to ensure the smooth running of our Website, the platform and/or services thereto;
- (j) to deal with or facilitate customer service, carry out your instructions, deal with or respond to any enquiries given by (or purported to be given by) you or on your behalf;
- (k) to contact you or communicate with you via voice call, text message and/or fax message, email and/or postal mail or otherwise for the purposes of administering and/or managing your relationship with us or your use of our Website, the platform and/or services thereto, such as but not limited to communicating administrative information to you relating to our Website, the platform and/or services thereto. You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;
- (l) to allow other users to interact and connect with you or see some of your activities on the Website, including to inform you when another User has sent you a private message or posted a comment for you on the Website or connected with you using the social features on the Website or platform;
- (m) to conduct research, analysis and development activities (including, but not limited to, data analytics, surveys, product and service development and/or profiling), to analyse how you use our Website, the platform and/or services thereto, to recommend products and/or services relevant to your interest, to improve our Website, the platform and/or services thereto and/or to enhance your customer experience;
- (n) to allow for audits and surveys to, among other things, validate the size and composition of our target audience, and understand their experience with JAM Mall;
- (o) for marketing and advertising, and in this regard, to send you by various mediums and modes of communication marketing and promotional information and materials relating to Mall Items that the Mall Sellers may be selling, marketing or promoting. You can unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing material. We may use your contact information to send newsletters or marketing materials from us and from our related companies;
- (p) to respond to legal processes or to comply with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, or where we have a good faith belief that such disclosure is necessary including, without limitation, meeting the requirements to make disclosure under the requirements of any law binding on us or JAM Mall (including where applicable, the display of your name, contact details and company details)

- (q) to produce statistics and research for internal and statutory reporting and/or record-keeping requirements;
- (r) to carry out due diligence or other screening activities (including, without limitation, background checks) in accordance with legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
- (s) to audit our Website, the platform and/or services thereto;
- (t) to prevent or investigate any actual or suspected violations of our JAM Mall Terms of Service, fraud, unlawful activity, omission or misconduct, whether relating to your use of our Website, the platform and/or services thereto or any other matter arising from your relationship with us,
- (u) to respond to any threatened or actual claims asserted against us or other claim that any Content violates the rights of third parties;
- (v) to store, host, back up (whether for disaster recovery or otherwise) of your personal data, whether within or outside of your jurisdiction; and/or
- (w) any other purposes which we notify you of at the time of obtaining your consent.

6.2 You acknowledge, consent and agree that we may access, preserve and disclose your information and Content (as defined in JAM Mall Terms of Service) if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over us or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) comply with a request from any governmental or regulatory authority having jurisdiction over us; (c) enforce the JAM Mall Terms of Service or this Privacy Policy; (d) respond to any threatened or actual claims asserted against us or other claim that any Content violates the rights of third parties; (e) respond to your requests for customer service; or (f) protect our rights, property or personal safety and that of the Users and/or the public.

6.3 As the purposes for which we will/may collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of the applicable data without your consent is permitted by the Act.

## **7. HOW DO WE PROTECT AND RETAIN CUSTOMER INFORMATION?**

7.1 We implement a variety of security measures and strive to ensure the security of your personal data on our systems. User personal data is contained behind secured networks and is only accessible by a limited number of employees who have special access rights to such systems. However, there can inevitably be no guarantee of absolute security.

7.2 We will retain personal data for as long as we are either required or permitted to by the Act and/or other applicable law or as relevant for the purposes for which it was collected. That is, we will cease to retain your personal data, destroy or anonymize your personal data as soon as it is reasonable to assume that (i) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; or (ii) retention is no longer necessary for any legal or business purposes. If you cease using the Website, or your permission to use our Website, the platform and/or services thereto is terminated or withdrawn, we may continue storing, using and/or disclosing your personal data in accordance with this Privacy Policy and our obligations under the Act. Subject to applicable law, we may securely dispose of your personal data without prior notice to you.

## **8. DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?**

8.1 In conducting our business, we will/may need to disclose your personal data to our third party service providers, agents and/or our affiliates or related corporations, and/or other third parties, for one or more of the above-stated purposes. Such third party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on our behalf or otherwise, for one or more of the above-stated purposes. Such third parties include, without limitation:

- (a) our subsidiaries, affiliates and related corporations;
- (b) Mall Buyers or Mall Sellers you have transacted with or interacted with on our Website, the platform and/or services thereto or in connection with your use of our Website, the platform and/or services thereto for the above-stated purposes;
- (c) other users of our Website, the platform and/or services thereto for one or more of the above-stated Purposes;
- (d) contractors, agents, service providers and other third parties we use to support our business. These include but are not limited to those parties which provide administrative or other services to us such as mailing houses, logistics service providers, payment gateway service provider, financial services providers, advertising and marketing partners, telecommunication companies, information technology companies and data centres;
- (e) governmental or regulatory authorities having jurisdiction over us or as otherwise permitted under Section 6.2; and
- (f) third parties to whom disclosure by us is for one or more of the purposes and such third parties would in turn be collecting and processing your personal data for one or more of the purposes.

8.2 We may share your personal data with our third party service providers or affiliates (e.g. payment gateway service provider) in order for them to offer services to you other than those related to your use of our Website, the platform and/or services thereto. Your acceptance and use of the third party service provider's or our affiliate's services shall be subject to terms and conditions as may be agreed between you and the third party service provider or our affiliate. Upon your acceptance of the third party service provider's or our affiliate's service offering, the collection, use, disclosure, storage, transfer and processing of your data (including your personal data and any data disclosed by us to such third party service provider or affiliate) shall be subject to the applicable privacy policy of the third party service provider or our affiliate, which shall be the data controller of such data. You agree that any queries or complaints relating to your acceptance or use of the third party service provider's or our affiliate's services shall be directed to the party named in the applicable privacy policy.

8.3 We may share user information including statistical and demographic information about our Users and information about their use of our Website, the platform and/or services thereto with advertising partners and third party suppliers of advertisements, remarketing and/or other programming.

8.4 For the avoidance of doubt, in the event that the Act or other applicable laws permit an organisation such as us to collect, use or disclose your personal data without your consent, such permission granted by the laws shall continue to apply. Consistent with the foregoing and subject to applicable law, we may use your personal data for recognised legal grounds including to comply with our legal obligation to perform our contract with you, to achieve a legitimate interest and our reasons for using it outweigh any prejudice to your data protection rights, or where necessary in connection with a legal claim.

8.5 Third parties may unlawfully intercept or access personal data transmitted to or contained on the site, technologies may malfunction or not work as anticipated, or someone might access, abuse or misuse information through no fault of ours. We will nevertheless deploy reasonable security arrangements to protect your personal data as required by the Act; however there can inevitably be no guarantee of absolute security such as but not limited to when unauthorised disclosure arises from malicious and sophisticated hacking by malcontents through no fault of ours.

8.6 Mall Sellers shall comply with the Act and all applicable laws and, in respect of any Mall Buyer's personal data received through our Website, the platform and/or services thereto, (i) are not permitted to use such Mall Buyer's personal data except as reasonably necessary to respond to Mall Buyer's enquiries and to carry out respond to, process, deal with or complete a transaction without the Mall Buyer's and our prior written consent; (ii) should refrain from contacting Mall Buyers using such information outside of our Website or the platform; (iii) are not permitted to disclose such Mall Buyer's personal data to any unauthorized third parties without the Mall Buyer's and our prior written consent; (iv) shall employ sufficient security measures to protect each User's personal data in their possession

and to delete such data as soon as reasonably possible upon completion of the transaction; and (v) to inform us in the event of any potential data breach or other loss of such User's data in "Contact Us".

8.7 We may transfer or permit the transfer of your personal data outside of your jurisdiction for any of the purposes set out in this Privacy Policy. However, we will not transfer or permit any of your personal data to be transferred outside of such jurisdiction unless the transfer is in compliance with applicable laws.

## 9. UPDATING YOUR PERSONAL DATA

9.1 It is important that the personal data you provide to us is accurate and complete for you to continue using our Website, the platform and/or services thereto. You are responsible for informing us of changes to your personal data, or in the event you believe that the personal data we have about you is inaccurate, incomplete, misleading or out of date.

9.2 You can update your personal data anytime by accessing your account on our Website, the platform and/or services thereto.

9.3 We take steps to share the updates to your personal data with third parties and our affiliates with whom we have shared your personal data if your personal data is still necessary for the above-stated purposes.

## 10. ACCESSING AND CORRECTING YOUR PERSONAL DATA

10.1 You may request information about your personal data which we have collected, or enquire about the ways in which your personal data may have been used, disclosed, stored or processed by us via the personal account information setting on our Website, the platform and/or services thereto or by contacting us using the contact details below. You may also request correction of any error or omission in your personal data which we have collected in the same way. In order to facilitate processing of your request, it may be necessary for us to request further information relating to your request. Where permissible under law, we may refuse such correction requests if deemed vexatious or unreasonable.

10.2 Where permitted by applicable data protection laws, we reserve the right to charge a reasonable administrative fee for retrieving your personal data records. If so, we will inform you of the fee before processing your request.

10.3 Please write to us at ([mall@jamalaysia.org](mailto:mall@jamalaysia.org)), attention to *the Executive Director, JA Malaysia*, to exercise your right of access, updating or correction of your personal data subject to Sections 10.1 and 10.2 above.

## 11. MINOR

11.1 As part of the JAM's Young Enterprise Programme, there may be circumstances where our Website, the platform and/or services thereto will be used by minors (which is defined based on the applicable law). If you are a minor, you hereby confirm and warrant that you shall use our Website, the platform and/or services thereto only with the involvement of a parent or legal guardian, or in respect of Mall Sellers, with the supervision of the respective participating schools.

11.2 As a parent or legal guardian, please do not allow minors under your care to submit personal data to us. In the event that such personal data of a minor is disclosed to us, you hereby consent to the processing of the minor's personal data and accept and agree to be bound by this Privacy Policy and take responsibility for his or her actions.

11.3 We will not be responsible for any unauthorised use of our Website, the platform and/or services thereto by yourself, users who act on your behalf or any unauthorised users. It is your responsibility to

make your own informed decisions about the use of our Website, the platform and/or services thereto and take necessary steps to prevent any misuse of our Website, the platform and/or services thereto.

## **12. THIRD PARTY SITES**

12.1 Our Website or the platform may contain links to other websites operated by other parties, such as our business affiliates, merchants or payment gateways. We are not responsible for the privacy practices of websites operated by these other parties. You are advised to check on the applicable privacy policies of those websites to determine how they will handle any information they collect from you.

## **13. QUESTIONS, CONCERNS OR COMPLAINTS? CONTACT US**

13.1 If you have any questions or concerns about our privacy practices or your dealings with our Website, the platform and/or services thereto, please do not hesitate to contact: [mail@jamalaysia.org](mailto:mail@jamalaysia.org).

We will certainly strive to deal with any complaint or grievance that you may have fairly and as soon as possible.

Version dated 9 July 2021