

## **PRIVACY POLICY STATEMENT**

Last Updated/Effective Date: February, 2<sup>nd</sup> 2016

### **1. OVERVIEW**

- 1.1. **APPYKOINS SDN. BHD.** (Registration No.: 1166832-V) is a private limited company registered in Malaysia and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (“**AK**” or the “**Company**” or “**We/Our/Us**”) are committed to the highest standard of protecting and respecting privacy and personal data in compliance with applicable laws and rules.
- 1.2. This Privacy Policy Statement (the “**Privacy Policy**”) (read together with our Terms of Service and any other documents referred to in it) which serves also as a notice to inform you as well as set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us when you appoint or engage us to provide the Services, when you access or use our Services or interact with us including the use of our website, web-hosting, or mobile application i.e. WorldKoins (“**WK**”) and DropKoins (“**DK**”).
- 1.3. By appointing or engaging us to provide the Services, when you access or use our Services or interact with us, you consent to us using, collecting and processing your personal data in the manner as stipulated in prescribed in this Statement.
- 1.4. Notwithstanding the above, you have control over your personal data including how it is shared with others. This includes contact and personal information and details of your Campaigns and/or others. You control the sharing of that personal data when disclosing it to register or use the Services and/or through any “Social Networks” including Facebook, LinkedIn, Twitter, Pinterest or Google+ privacy settings. We will not use or share your personal data with anyone, except as described in this Privacy Policy.
- 1.5. If you are under 18 or any age permitted by law to enter into a valid legal contract, please do not share or send any personal data about yourself to us and cease to access and/or use our Services, including website, mobile application, application buttons and widgets, immediately.
- 1.6. If you have questions about the Statement or would like to suggest improvements, please contact us at **support@appykoins.com**

## 2. DEFINITIONS

“**Koins**” means points, which are issued, sold and/or awarded by AppyKoins to Collectors directly or to Customers via Collectors or directly . The Koins can be used to exchange for eGifts only.

“**Collector(s)**” means any Users including natural person, organisation, society, foundation, business, company, club, social enterprise, charitable institution or any other entity as well as their authorised representative that invites Customer(s) to exchange Money in return for Koins **only**.

“**Customer(s)**” means any Users including natural person, organisation, society, foundation, business, company, club, social enterprise, charitable institution or any other entity as well as their authorised representative that offers Collectors to exchange Koins **only** in return for Money and use Koins to redeem eGift or for any other use as permitted and allowed by AppyKoins through our Services.

“**User(s)**” individual, team, society, non-profit, social enterprise, club, business, partnership, charitable institution, corporation, and/or other entity as well as its authorised representatives, who has accepted the Terms herein by using and/or registering to the Services.

“**Money/Monies**” means any currency notes, coins or others, which are legal tender and/or of monetary value in any country and/or territory.

“**eGift(s)**” means any products, goods and/or services (including but not limited to cash vouchers, discounts cards, digital content and/or discount coupons) as offered on our Services and/or by any third party as appointed/authorised by AppyKoins on our Services to Customers to redeem in exchange for their Koins.

“**Transaction(s)**” is when the exchange for Money in return for Koins **only** between Collector and Customer takes place via DropKoins and Worldkoins platform and/or any other method made available on our Services.

“**Payment Provider(s)**” means the third party entity that processes payments for any transaction as authorised and permitted by AppyKoins on our Services.

“**Payment Provider Fee**” means any applicable transaction and/or accounting fees charged by Payment Provider(s), including but not limited to Credit or Debit Card payment processing fees, Foreign Currency exchange fee, applicable tax rate and/or any fee effective at material time.

### **3. VARIATION AND CHANGES**

This Privacy Policy may be amended or updated from time to time. We would advise you to check this Privacy Policy on our Services from time to time for amendments or updates. By continuing to use or engage our Services, to use our website/mobile application or to communicate with us subsequent to any amendments or updates to this Privacy Policy, it would confirm and indicate your acceptance to the amendments or updates to this Privacy Policy.

### **4. PERSONAL DATA COLLECTION**

4.1. Personal Data in general means any information/data about individual or person who can be identified from that information/data. Your personal data is collected and processed by us at the start of our services or interaction and, from time to time, in the course of our engagement or interaction and/or you using our Services. The type of personal data collected and processed by us includes but not limited to:

- a) name, date of birth, nationality, gender, national identification card number, passport number, residency status, correspondence address, contact details including mobile, office and residential telephone number and facsimile number, e-mail address, banking details, and/or other information that you provide by filling in the registration forms on our Services. This includes information provided at the time of registering to use our Services, subscribing to our Services, posting material or requesting further Services. We may also ask you for information at other times, for example in connection with a promotion or when you report a problem with our Services;
- b) details of transactions you carry out through our Services and/or for the fulfilment of your orders or completing the said transactions;
- c) such other information relevant or required for:
  - i. compliance with legal and regulatory requirement;
  - ii. for conducting any transaction on our Services; and/or
  - iii. engagement of our Services.
- d) details of your visits to our Services and the resources that you access; and/or
- e) Any additional information provided by you or third parties about you.

4.2. We only retain personal data for so long as it is necessary. Personal data may be archived as long as the purposes for which the personal data is used still exists.

## 5. SOURCE OF PERSONAL DATA

Personal data collected will mainly be from you. However, we may also collect some personal data from other available sources including but not limited to Payment Provider or government agencies, public registries, websites, social media, publications, and/or events.

## 6. USE OF THE PERSONAL DATA

6.1. The purposes for which your personal data & information is collected by us may be used or processed by us in and/or outside Malaysia:

- a) to verify/ascertain Users identity;
- b) to communicate with you including responding to your enquiries;
- c) all purposes related to or in connection with engagement of our Services;
- d) for the purposes of enforcing or defending our legal rights and/or obtaining legal advice;
- e) for the purpose of processing transactions and to provide users with receipts and required documents;
- f) to comply with legal and/or regulatory requirements in Malaysia or any other country which our Services is available including, audits, reporting, investigation and/or etc.;
- g) ensuring that content from our site is presented in the most effective manner for you and for your computer;
- h) to send you materials and publication including providing you with alerts, newsletter, education materials, updates and/or information that you requested or signed up to or information about event(s) that may be of interest to you;
- i) to promote, offer or market our current and/or future services to you, subject to your right to opt-out (please see further details in clause 6.2 below);
- j) carrying out our obligations arising from any contracts entered into between you and us;
- k) to assist in the prevention, detection or investigation of crime or possible criminal activities or for the administration of justice;
- l) to undertake certain Know Your Customer activities or any other activities as a measure to comply with any Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Laws (“**AML-AT**”)

- m) for security and internal audit purposes;
- n) allowing you to participate in interactive features of our Service, when you choose to do so;
- o) designing and conducting surveys/questionnaires for User profiling/segmentation, statistical analysis, improving and furthering the provision our products and services;
- p) researching, designing and launching services or products including seminars/events/forums;
- q) for such other purposes as may be directed or consented to by you; and/or
- r) purposes directly related or incidental to the above.

6.2. We also intend to use your personal data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- a) your name, contact details (including address, contact number, email address), products and services information, transaction pattern and behaviour, background and demographic data held by us from time to time may be used by us in direct marketing;
- b) the following classes of services, products and subjects may be marketed in direct marketing:
  - (i) services and products related to our Services (including marketing affiliates programs we are a part of);
  - (ii) reward, loyalty or privileges programmes, promotional offers and related services; and
  - (iii) invitations to events such as seminars/webinars/tele-seminars, conferences, live programs or events.
- c) We may conduct direct marketing via fax, email, direct mail, telephone and other means of communication or send e-newsletters to you. You may choose not to receive promotional materials, by simply telling us at [support@appykoins.com](mailto:support@appykoins.com), and we will cease to do so, without charge.

## **7. DISCLOSURE OF PERSONAL DATA & INFORMATION**

7.1. Under certain circumstances, we may be required to disclose your personal data to third parties. Third parties to whom your personal data may be disclosed by us are as follows:

- a) any persons directed by or consented to by you;
- b) any persons required for the purposes of the legal engagements and/or legal transactions including but not limited to counter parties, other advisors, financial institutions, Payment Providers, regulatory bodies etc.;
- c) any person for the purposes of compliance with legal and regulatory requirements;
- d) our overseas offices, affiliates, business partners and counterparts (if any);
- e) persons under a duty of confidentiality to us;
- f) our data processors i.e. third party who we engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, disaster recovery services, Payment Provider, banks and financial institutions etc.;
- g) actual or proposed transferees or participants of our Services in or outside our current operation and/or
- h) our professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc.

7.2. Further, we may also be required to transfer your personal data outside of Malaysia, for the purposes and to such third parties stated in this Privacy Policy. The transfer of your personal data outside Malaysia would also be required if you are travelling, residing or based outside of the said territory.

## **8. INTERNET PROTOCOL & COOKIES**

8.1. We collect Internet Protocol (IP) addresses of all visitors to our site. An IP address is a number assigned to your computer automatically when you use the Internet. This information is only collected in aggregate (in other words, we are not able to monitor your individual usage of the site) and helps us monitor site traffic patterns and refine content based on Country of Origin in order to improve our service. Our site additionally uses cookies for some interactive features.

- 8.2. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.
- 8.3. A cookie is a small file of letters, characters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.
- 8.4. We use the following cookies:
- a) **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
  - b) **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website and our mobile application works, for example, by ensuring that users are finding what they are looking for easily.
  - c) **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- 8.5. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.
- 8.6. You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website and our mobile applications.
- 8.7. Furthermore, you can prevent Google's collection and processing of data by using the Google Ads Settings page or downloading and installing their browser plug-in (<https://tools.google.com/dlpage/gaoptout>) or any other link as changed/updated by Google from time to time.

## 9. SECURITY

- 9.1. All information you provide to us is stored on our an/or third party secure servers. Where we have given you (or where you have chosen) a password, which enables you to access certain parts of our website and mobile applications, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Please be sure to sign off when you finished using our Services on a shared computer.
- 9.2. Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk and you agree not to hold us responsible for any breach of security while accessing the Internet that is out of our control. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## 10. THIRD PARTY WEBSITES

Our website may contain links to other sites (“**Linked Sites**”). We are not responsible for the privacy policies or practices of such other Linked Sites. We encourage our Users to be aware when leaving our website and our mobile applications to read the privacy policies or statements of each Linked Site that collects your personal data. You agree to waive any claim against us with respect to the Linked Sites.

## 11. DATA TRANSFERS

We may hold your data on servers in Malaysia and any other territories as we see fit from time to time. We may also transfer your data to our overseas offices or to any people listed at clause 6.1 above, who may be located in or outside of Malaysia.

## 12. SOCIAL MEDIA LOGIN

If you create a user account with AK using social media login features made available on our Services from time to time, you give permission for AK to post your activities on our Services to your wall. However, you may adjust these settings via the social media you used to login. You also authorize AK to download information including email address, name, address, date of birth and/or any other information to assist in the creation of your WK or DK account.



### **13. OBLIGATION TO PROVIDE PERSONAL DATA**

13.1. We acknowledge that you have the right in deciding the information you wish to provide to us. The provision of the information listed above is voluntary in nature. However, please note that if you do not provide the information above or limit the way such information is to be processed, it may result in us not being able to:

- a) communicate or correspond with you;
- b) undertake the engagement or complete transaction and/or provide our Services to you; and/or
- c) grant you access to our Services.

### **14. YOUR CONSENT AND RIGHTS**

14.1. By using our service, apply, register or visiting our website and downloading our mobile application, you consent to the collection, use and processing of your personal data and other activities as outlined in this Privacy Policy.

14.2. If you wish to do so, you have the right:

- a) to check whether we hold personal data about you and to access such data;
- b) to require us to correct or update as soon as reasonably practicable any data relating to you which is inaccurate or omitted;
- c) to ascertain our policies and practices in relation to personal data and the kind of personal data held by us; and/or
- d) to withdraw your consent or limit the use of your personal data;
- e) to object to the use of your personal data for marketing purposes and we shall not use your personal data for marketing purposes after you communicate your objection to us.

14.3. You may exercise your opt-out right by notifying us if you wish to object to the use of your personal data for direct marketing purposes. Please send requests for such objections, access to data, correction of data, information regarding policies and practices and kinds of data held, questions or complaints to:

Email: [support@appykoins.com](mailto:support@appykoins.com)

14.4. In accordance with the applicable local laws and/or policies, we reserve the right to and may charge a minimum fee for processing any data access request.

## **15. DISCLAIMER**

15.1. The accuracy and completeness of your personal data depends on the information you provide. We assume that the information you have provided is accurate, up to date and complete unless you inform us otherwise

15.2. When you provide any third party information to us, it is our assumption that such information is accurate, up to date and complete and that you have obtained the necessary consent to disclose the same.

15.3. When you have consented or allowed us to disclosed personal data to third party and/or other User when using our Services, you understand that AK no longer has any control or authority as to how the said third part and/or other User will use or process the personal data. Therefore, you agree that AK will not be responsible for the subsequent use of your personal data by the third party or other User. If you wish to stop them from further using your personal data, please contact them directly.

## **16. GOVERNING LAW AND JURISDICTION**

Nothing in this Privacy Policy shall limit your right under applicable local privacy law. This Privacy Policy shall be governed by the laws of Malaysia.

## **17. LANGUAGES**

This agreement is drafted in the English language. If this Privacy Policy is translated into any other language, the English language version shall prevail.