

NuCycle

PRIVACY NOTICE

1. Introduction

This notice is issued pursuant to the Personal Data Protection Act 2010 (“the Act”) and its regulations (“Privacy Notice”). This Privacy Policy explains how we at NuCycle use your personal data which you provided to NuCycle when interacting with the NuCycle or by using our service including but not limited to the NuCycle website <https://nucycle.com.my/> (“Website”) and mobile applications (Apps). In this respect, you shall be responsible for providing accurate, not misleading, complete and up-to-date personal information to NuCycle and consent to the processing of the personal information by NuCycle in Malaysia and outside Malaysia. In the event of any conflict between the English and the Bahasa Malaysia versions, the English version shall prevail.

2. Collection of Personal Data

- 2.1. The term “personal data” means any information, whether recorded in a material form or not, and with other information from which a person is identified or identifiable.
- 2.2. NuCycle may collect the following personal data from you (depending on the nature of your interaction with us):
 - (a) Identity data such as your name, nationality, gender, date of birth, biometric data, images;
 - (b) Contact data such as billing address, delivery address, email address, and phone number(s);
 - (c) Account data such as bank and credit/debit card details, e-wallets, payment details, financial information and employment information;
 - (d) Transaction data such as modes of payment, details about payments to and from you, and other details of goods, products and/or services you may have purchased from or through us;
 - (e) Technical data such as internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, mobile carrier, URLs, and other technology(ies) on the devices you use to access the Website and/or Apps;
 - (f) Profile data such as your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses;
 - (g) Location data such as GPS coordinates or similar geographical information of your computer or mobile device;
 - (h) Usage data such as information on how you use the Website and/or the Apps; and/or
 - (i) Marketing and communications data such as your preferences in receiving marketing from us and our third parties and your communication preferences.

- 2.3. The types of personal data collected depend on the purpose(s) of collection. We may process your personal data by way of collecting, recording, altering, holding, storing, transferring, erasing, correcting, retrieving, destructing, aligning, combining, disclosing and/or deleting it.
- 2.4. Your personal data may be collected from you during your course of dealing with us in any way or manner including pursuant to any transactions or communications made with us. We may also collect your personal data from a variety of sources including but not limited to the following situations:
- (a) When you register an account with us;
 - (b) When you submit any forms to us, including (but not limited to) application or registration form, whether online or by way of a physical form;
 - (c) When you enter into any transaction or provide other documentation or information in respect of your arrangements with us;
 - (d) When you use any of the features or functions available on the Website and/or Apps;
 - (e) When you use our or our Business Partner's products, services, publications or marketing collaterals;
 - (f) When you participate in a meeting, event, activity contest, promotional activity, loyalty programme or survey;
 - (g) When you follow, like or are a fan of NuCycle's social media pages;
or
 - (h) Other publicly available sources and directories.
- 2.5. In addition, we may also receive, store and process your personal data which is provided or made available by any third parties whom you have authorised, credit reference/reporting bodies, regulatory and law enforcement authorities for reasons including delivery of our Service, performance of conditions of agreements or to comply with our legal and regulatory obligations.
- 2.6. You must only submit personal data which is accurate and not misleading, and you must keep it up to date and inform us of changes. We shall have the right to request for documentation to verify the personal data provided by you as part of our verification processes.
- 2.7. If you provide personal data of any third party to us, you represent and warrant that you have obtained the consent from that third party to share and transfer his/her personal data to us and for us to collect, use and disclose that data in accordance with this Privacy Policy.
- 2.8. If you are below the age of eighteen (18), you are responsible to obtain consent from your parent, guardian or person who has guardianship over you prior to disclosing your personal details to NuCycle. NuCycle shall not be liable for any loss or inconvenience to you for failing to obtain consent.

2.9. The provision of your personal data is voluntary. However, in the event you do not provide the required personal data, NuCycle may not be able to communicate with you or to provide you with the services requested.

3. Purposes of Collection of Personal Data

3.1. NuCycle will use your personal data for the following purposes including but not limited to:

- (a) to register and administer your user Account with us;
- (b) to process, manage or verify your identity;
- (c) to provide, maintain and improve the Service to you;
- (d) to respond to, process, deal with, fulfil, validate and/or complete your orders/purchases/transactions and notify you of any service issues and unusual account actions;
- (e) to verify and carry out financial transactions in relation to payments you make online/offline;
- (f) to process payment from/to you, including authorising and processing online banking, credit/debit card transactions and sending receipts to you;
- (g) to deal with or facilitate customer service, carry out your instructions, deal with or respond to any enquiries, requests or complaints given by you or on your behalf;
- (h) to contact you or communicate with you for the purposes of administering or managing your relationship with us or your use of our Services such as but not limited to communicating administrative information to you relating to our Services. You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, email, notices, push-notifications or via the communication channel on NuCycle to you, which could involve disclosure of certain personal data about you to bring about delivery of the same;
- (i) to personalise and improve your user experience with Nucycle and the Service;
- (j) to facilitate your participation in, and our administration of any of our activities including contests, promotions, campaigns, polls or surveys;
- (k) to conduct market research or surveys, internal marketing analysis, customer profiling activities, analyses of customer patterns and choices, usage and activity trends analysis in relation to the Platform and/or Service and our users' demographics (on an anonymised basis);
- (l) 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;
- (m) to protect and/or enforce our legal rights and interests including defending any claim;

- (n) to comply with our legal and regulatory obligations under the applicable laws, legislation, regulations or court orders;
- (o) to comply with any request or direction of any governmental/law enforcement authorities; or responding to requests for information from public agencies, ministries, statutory bodies or other similar authorities;
- (p) to detect, investigate and prevent any suspicious transaction, fraud, prohibited or illegal activities, omission, misconduct or misuse of the Platform and/or Service, whether relating to your use of our Platform and/or Services or any other matter arising from your relationship with us, and whether or not there is any suspicion of the aforementioned;
- (q) for internal administrative and updating purposes such as auditing, data analysis, record keeping, contact lists, risk management, security, etc; and/or for our storage, hosting back-up (whether for disaster recovery or otherwise) of your personal data, whether within or outside your country,
- (r) to conduct automated-decision making processes in accordance with any of these purposes; and/or
- (s) any other purposes which we notify you of at the time of obtaining your consent;

and you agree and consent to us using and processing your personal data for the Purposes as identified in this Privacy Policy.

4. Marketing and promotional purposes

4.1. NuCycle may also use and process your personal data for the following marketing and promotional purposes (“Marketing and promotional purposes”):

- (a) to send you information, alerts, push-notifications, newsletters, updates, promotional materials, special privileges announcements on products, services, upcoming contests, events, activities, promotions, campaigns, polls or surveys offered/organised by us and/or our selected third parties (business/marketing partners, sponsors, advertisers) which may be of interest to you;
- (b) to send you seasonal/festive greetings or messages;
- (c) to notify and invite you to events or activities organised by us and/or selected third parties (business/marketing partners, sponsors, advertisers) which may be of interest to you;
- (d) to process your registration to participate in or attend an event or activity and to communicate with you regarding your attendance at the event or activity; and/or
- (e) to share your personal data within our organisation and selected third parties (business/marketing partners, sponsors, advertisers) who may communicate with you to market their products, services, events or promotions from time to time by SMS, phone call, email, fax, mail, social media and/or any other appropriate communication channels.

- 4.2. You have the right at any time to request us to stop sending you any marketing and promotional materials or contacting you for Marketing and Promotional Purposes. You may also click on the “Unsubscribe” link embedded in the relevant marketing and promotional email in order not to receive any marketing and promotional email in the future. If you unsubscribe, we may still send you non-marketing and promotional communications, such as those about your Account, about the Service, reminders of unutilized Coins or our other ongoing business relations.
- 4.3. You have the right at any time to stop push-notifications from us by changing the settings on your devices.
- 4.4. If you are a User, your user profile information such as your username will be used to identify you when you use the Service. Your username may be displayed to other users when you submit your rating and/or review. We will not directly disclose or share your user email address and other information without your consent.
- 4.5. We may also use, process and share non-personally identifiable, aggregated, statistical and/or anonymous data with third parties for data analytics and to analyse and develop our marketing strategy and further improve and enhance the Service.
- 4.6. You agree and consent to us using and processing your personal data for the Purposes as identified in this Privacy Policy.
- 4.7. We will seek your separate consent for any other purposes which do not fall within the categories stated above.

5. Disclosure of Personal Data

- 5.1. We will not sell, rent, transfer or disclose any of your personal data to any third party without your consent. However, we may disclose some of your personal data to the following third parties, for one or more of the above Purposes:
 - (a) our subsidiaries, related and/or associated companies;
 - (b) your immediate family members and/or emergency contact person as may be notified to us from time to time;
 - (c) successors in title to us;
 - (d) our Business Partner for each item that you may reserve, purchase or subscribe on the Apps and your comments or feedback of such merchant, as if you reserved, purchased, subscribed and gave comments or feedback directly with the Business Partner;
 - (e) selected third parties (business/marketing partners, sponsors, advertisers) who (singly or jointly with us) offer new products or services, promotions or organise contests, events, activities or campaigns;
 - (f) any person under a duty of confidentiality to which has undertaken to keep your personal data confidential which we have engaged to discharge our obligations to you;

- (g) any party in relation to legal proceedings or prospective legal proceedings;
- (h) auditors, consultants, lawyers, accountants or other financial or professional advisers appointed in connection with our business on a strictly confidential basis, appointed by us to provide services to us; any party nominated or appointed by us either solely or jointly with other service providers, who provide services or conduct data processing on our behalf, or for data centralization and/or logistics purposes;
- (i) data centres and/or servers located within or outside your country for data storage purposes;
- (j) storage facility and records management service providers;
- (k) government agencies, law enforcement agencies, courts, tribunals, regulatory/professional bodies, industry regulators, ministries, and/or statutory agencies or bodies, offices or municipality in any country, if required or authorised to do so, to satisfy any applicable law, regulation, order or judgment of a court or tribunal or queries from the relevant authorities;
- (l) credit reference/reporting agencies for the purpose of credit checking on you;
- (m) our business/marketing partners, third party product and/or service providers, suppliers, vendors, distributors, contractors or agents, on a need to know basis, that provide related products and/or services in connection with our business on our behalf or to assist us with the provision of the Service to you;
- (n) insurance companies for the purpose of applying and obtaining insurance policy(ies), if necessary;
- (o) financial institutions for the purpose of applying and obtaining credit facility(ies), if necessary;
- (p) banks and financial institutions, merchants and credit/debit card companies in connection with your commercial transactions with us;
- (q) the general public should you become a winner in a contest, participate in our events or activities, submit your rating and/or review or other features of Service that are viewable by the general public without compensation for advertising and publicity purposes;
- (r) any third party (and its advisers/representatives) in connection with any proposed or actual reorganization, merger, sale, consolidation, acquisition, joint venture, assignment, transfer, funding exercise or asset/share sale relating to all or any portion of our business or in the unlikely event of insolvency, bankruptcy or receivership; and/or
- (s) any other person reasonably requiring the same in order for us to operate and maintain our business or carry out the activities set out in the Purposes or as instructed/authorised by you.

6. Security of Personal Data

- 6.1. Your personal information will generally be stored in NuCycle databases or databases maintained by our service providers. NuCycle will take appropriate measures, by contract or otherwise, to provide adequate protection for personal data that is disclosed to a third party or transfers within NuCycle.
- 6.2. NuCycle maintains reasonable safeguards to protect the confidentiality, security and integrity of your personal data. Although we use security measures to help protect your personal data against unauthorized disclosure, misuse, or alteration, as is the case with all computer networks linked to the Internet, we cannot guarantee the security of information provided over the Internet and will not be responsible for breaches of security beyond our reasonable control.

7. Use of Cookies

- 7.1. The cookies used by the Website are solely associated with anonymous users and their computers and do not provide personal data on users. Some cookies are used by third parties to provide NuCycle with data on the effectiveness of its engagements and promotions. The cookies used by the Website not in any way collect personal data that could be used to identify a specific user. In addition, cookies are of a temporary nature, used solely to improve the efficiency of transmissions. Users may configure their browser to notify them of the reception of cookies and to prevent their installation on their computer.

8. Transfer of Personal Data

- 8.1. Our information technology storage facilities and servers may be located in other countries outside of your country. This may include, but not limited to, instances where your personal data may be stored on servers located outside of your country. In addition, your personal data may be disclosed or transferred to entities located outside your country. Please note that these foreign entities may be established in countries that might not offer a level of data protection that is equivalent to that offered in your country under the applicable laws in your country. By signing or consenting to this agreement, you are hereby expressly consenting to us transferring your personal data outside of your country for such purposes.

9. The Rights of Data Subject

- 9.1. You have the right to request access to and correct information about you held by us and you may write to us at the address provided below if you wish to:
 - (a) check whether we hold or use your personal data and request access to and/or a copy of such data that we retain about you;
 - (b) request that we correct any of your personal data that is inaccurate, incomplete or out-of-date;

(c) request that we specify or explain its policies and procedures in relation to data and types of personal data handled by us.

9.2. You may send your written requests for access to personal data or correction and/or deletion of personal data or for information regarding policies and procedures and types of personal data handled by contacting us at:

Address: 4th Floor, Wisma Giap Chew
28, Church Street
10200 Penang, Malaysia

Or

Email: wecare@nuplassolutions.com

Or

Call us: 012-4109189
012-4837688

9.3. You have the right to withdraw your consent to us from processing your personal data for a particular purpose(s) at any time, subject to the requirements of the law. Upon such withdrawal of consent, we will cease to process your personal data. However, please understand that your withdrawal of consent may result in us not being able to properly perform or discharge our obligations to you and unable to continue to provide you with the services and/or products requested. You may notify that you wish to withdraw your consent by contacting us at:

Address: 4th Floor, Wisma Giap Chew
28, Church Street
10200 Penang, Malaysia

Or

Email: wecare@nuplassolutions.com

Or

Call us: 012-4109189
012-4837688

10. Changes to Privacy Policy

10.1. NuCycle shall have the right to modify, update or amend the terms of this Privacy Policy at any time by placing the updated Privacy Policy on the Website. By continuing to interact with NuCycle or by continuing to use NuCycle's services following the modifications, updates or amendments to this Privacy Policy, you have signified your acceptance of such modifications, updates or amendments.

11. Acknowledgement and Consent

By communicating, engaging with NuCycle or use the Services, you acknowledge that you have read and understood this Notice and agree and consent to the use, processing, disclosure and transfer of your personal data by NuCycle as described in this Privacy Notice. Any email NuCycle sends to you will contain an automated unsubscribe link so that you can opt-out of the mailing list. You can also withdraw your consent by written notice or fill in the form on the website.

12. Inquiries and Complaints

12.1. Should you require further information about the personal data we hold or the way in which your information is being collected or used which are not answered by this Privacy Notice please contact or write to us at:

Address: 4th Floor, Wisma Giap Chew
28, Church Street
10200 Penang, Malaysia

Or

Email: wecare@nuplassolutions.com

Or

Call us: 012-4109189
012-4837688