

## **PRIVACY POLICY**

This Privacy Policy explains how AIMS (“US”, “We” or “Our”) and its group of companies, handles information about its customers that is provided to Us via the Service Order Form and through the portal(s) and/ or website(s) controlled by AIMS and its group of companies. Your use of AIMS websites is subject to this Privacy Policy and the Website Terms of Use.

### **1. THIS POLICY & YOU**

- 1.1 AIMS collects and uses information about customers based on the business relationship with you when you interact with us, use our products and services.
- 1.2 For the purposes of this Privacy Policy, the expression “you”, “yours” or any other cognate word or expression of similar nature shall mean the subscriber of the Services (as defined below) and/or any customer of AIMS, as the case may be.

### **2. DEFINITIONS**

- 2.1 For the purposes of this Privacy Policy, the following capitalised words shall have the meanings as ascribed to them:

“Company Information” means any information about a customer of AIMS from which the customer can be identified, directly or from another source. Company Information may include (a) Company name (b) physical address (c) name of authorised representative (c) email address or other electronic contact information (d) telephone number (e) any other information from a customer.

### **3. PURPOSE OF COLLECTING COMPANY INFORMATION**

- 3.1 All Company Information collected and and/or gathered by AIMS may be used in one of the following ways:
  - 3.1.1 To process your application for the Services;
  - 3.1.2 To conduct credit checks on you or establish the existence of any previous or outstanding breaches, indebtedness, defaults whatsoever that the individual concerned may have with any third party;
  - 3.1.3 To communicate with you on any enquiries or complaints;
  - 3.1.4 To deliver and provide you the Services;
  - 3.1.5 To update and maintain internal records, filing systems and operations for the management and administration of the Services including but not limited to the purpose of billing you;
  - 3.1.6 To notify you on any updates, developments, or changes or new offerings of any Services including but not limited to any promotions, special offers and/or marketing launch;
  - 3.1.7 To comply with any requirements of any laws or regulations or direction of any national, enforcement, regulatory body/agencies in respect of the Services;
  - 3.1.8 For security verification purposes.and other incidental and associated purposes relating to any of the above.

### **4. DISCLOSURE TO THIRD PARTIES**

- 4.1 In line with the express Purposes set out in Clause 3 above, AIMS may disclose so much of any Company Information collected to the following third parties:
  - 4.1.1 To any auditors, professional advisors, third party service providers, nominees, agents or contractors appointed by AIMS in order to carry out the Purposes set out in Clause 3.1 above;
  - 4.1.2 To relevant national and other enforcement or regulatory agencies/bodies as part of any obligation imposed by law or in relation to any activity pertaining to the administration of justice, detection or prevention of crime, illegal/unlawful activities or fraud or for the apprehension or prosecution of offenders or in the interests of national security;
  - 4.1.3 To the Official Assignee's Office of the Insolvency Department of Malaysia for purposes of conducting a winding-up search;
  - 4.1.4 To any relevant bank, financial institution or similar entity as may be instructed by you pursuant to any credit facility or payment mechanism initiated at your request;

- 4.1.5 To AIMS' shareholders and between the companies which make up the AIMS group and to affiliated companies and for the purpose of establishing and maintaining a common database of customers to avoid duplication;
  - 4.1.6 To strategic partners that work with AIMS to provide AIMS Services or that help market AIMS' Services (such as our network of dealers);
  - 4.1.7 To any party involved in or related to a legal proceeding (or prospective legal proceeding), for purposes of the legal proceeding;
  - 4.1.8 To professional advisors appointed by AIMS on a need to know basis for the purpose of those advisors providing advice to us;
  - 4.1.9 To any third party which acquires all or part of the assets or business of AIMS (including accounts and trade receivables) for the purpose of that third party continuing to provide all or that part of the business of AIMS which it acquires or acquired (including any relevant Services);
  - 4.1.10 otherwise as required or permitted under Malaysian law, including without limitation, the Personal Data Protection Act 2010.
- 4.2. Save and except with your express consent, AIMS shall maintain strict confidentiality of your Company Information and not disclose any portion or part thereof to any other entity or third party aside from the ones listed in 4.1 above.

## **5. SECURITY & STORAGE**

- 5.1 AIMS shall ensure that all Corporate Information collected by it shall be stored and/or filed in such manner as to ensure that the Corporate Information maintains its accuracy, integrity, remains confidential, is protected against loss, misuse, modification and unauthorised or accidental access, disclosure, alteration, destruction or manipulation.

## **6. EXCLUSION OF LIABILITY**

- 6.1 In the area of Company Information protection, AIMS shall not be liable for any purported violation, breach or non-compliance with any precepts of privacy or the protection of the Company Information in the following instances:
- 6.2.1 Where an act of nature or event outside the control of AIMS results in the damage or malfunction or destruction in any equipment or machinery used to secure, store or process the Corporate Information;
  - 6.2.2 Where the Corporate Information is readily available or able to be found in the public domain; and
  - 6.2.3 Where despite AIMS best efforts, there is unauthorised access, modification, alteration, misuse, tampering or abuse of Corporate Information caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under the control or direction of AIMS.

## **7. NOTICES AND COMMUNICATIONS**

- 7.1 Please direct any questions, concerns or suggestions related to our Privacy Policy as follows:

Address: Level 18, Menara AIMS (fka Menara Aik Hua), Changkat Raja Chulan, 50200 Kuala Lumpur, Malaysia  
Telephone: +603 2031 4988  
Fax: +603 2031 8948  
Email: [marketing@aims.com.my](mailto:marketing@aims.com.my)

- 7.2 You hereby accept that AIMS may be required to revise and/or modify this Privacy Policy from time to time. In the event of such revision and/or modification, AIMS will communicate such revision and/or modification at AIMS Web Site or such other mode as AIMS may deem appropriate. In this regard, you agree that by continuing to use the Services after such notification, that you have agreed to be bound by, accepted, and/or consented to such revision and/or modification.