

TUKARBATERI

Privacy Policy

The term “Platform” refers to the websites, mobile applications, and software provided by TukarBateri Sdn Bhd in respect to sale of batteries for motor vehicles and services including but not limited to jump-start, delivery, replacement, and installation of batteries. The terms “TukarBateri”, “we”, “us”, and “our” refer to TukarBateri Sdn Bhd and include their successors and assigns. The terms “you” and “your” refer to the user(s) or viewer(s) of the Platform.

TukarBateri respects and is committed to protect its users’ personal information and will take necessary and relevant measures to safeguard the users’ personal information in accordance with the Malaysian Personal Data Protection Act 2010. This Privacy Policy governs the manner in which TukarBateri collects, uses, stores, maintains, and discloses information collected from the users.

“Personal Data” means information about you which you have provided to TukarBateri, including but not limited to:

- (a) your name, age, gender, race, religion, occupation, telephone number, nationality, identity card information, passport information, postal and email address, location data, user name and password, your personal preferences, particulars of your spouse or family members, credit and debit card information, and bank account information;
- (b) your motor vehicle details such as vehicle model, car make, vehicle manufacturing year, vehicle plate number, and road tax;
- (c) your purchase history, web history, and internet cookies retained in accessing the Platform such as the date and time of the visit, the pages visited, browser type, search preferences, and IP address;
- (d) any information which may identify you, your spouse or family members; and/or
- (e) any other personal data as defined and described under the Personal Data Protection Act 2010.

By using or accessing the Platform, you confirm your understanding of and agree to comply with and be bound by this Privacy Policy. By using or accessing the Platform, you also agree and consent to us using, collecting, recording, adapting, processing, storing, and disclosing your Personal Data in Malaysia and outside Malaysia. If you do not provide the required Personal Data, we may not be able to provide you with all or part of the Platform’s services.

We retain the right at our sole discretion to amend, change and/or modify this Privacy Policy at any time with or without notice and such amendment, changes and/or modification shall be effective immediately upon publishing on the Platform. You

understand and agree that your continued access or use of the Platform after such amendment, changes and/or modification constitutes your acceptance of the updated or modified terms. It is your responsibility to review our Privacy Policy and any of our terms and policy periodically for updates.

You shall be responsible for providing accurate, not misleading, complete and up-to-date Personal Data to TukarBateri. You shall promptly inform us if there are any changes to your Personal Data to ensure that the Personal Data is accurate and current. If you do not provide us with your Personal Data or provide us with inaccurate or incomplete Personal Data, we may not be able to communicate with you and/or to provide you with any or all our services. We may verify or source personal information about you from third party sources such as credit reporting agencies, Companies Commission and Insolvency Department if the need arises.

When you access or use the Platform, we collect and use your Personal Data to provide a more personalised and relevant experience to you. The sources that we may obtain your Personal Data may include, but not limited to the following:

- (a) directly or indirectly from you, your spouses, next-of-kins, family members, agents, business associates, affiliates, internet cookies, documents and/or through the Platform;
- (b) obtained independently by us from any other lawful sources.

The collecting, usage, and processing of your Personal Data may include, but not limited to the following purposes:-

- to process your requested services and orders;
- to provide our products and services to you;
- to register and manage your account, including to allow you access and use of the Platform;
- to publish your reviews, comments, posts, audio, photos, videos, images, and other content;
- to process payment transactions, delivery of notice, forms, letters, and other documents necessarily required;
- to provide you with warranty for the products purchased by you;
- to provide our loyalty / redemption program to you;
- to respond to your problems, enquiries, and comments;
- communications with you and delivery of information by any communication methods including, but not limited to email, telephone calls, short message service (SMS), social media, and other services;
- any other purposes provided for in our services and/or products offered by us;
- market survey, research, and trend analysis;
- for finance and marketing activities;

- for corporate governance;
- to enforce our Terms of Service and other terms and conditions;
- to provide you with an optimised experience and to group users based on, for example, usage and demographics;
- to make inferences about your interests or preferences;
- to customise your experience of using the Platform, including customising advertisements shown to you;
- to notify you about our offers and products and services, our affiliates, associates or partners that may be of interest to you;
- to monitor, review and improve our products and services, and Platform;
- prevention, hindrance, reporting of any criminal activities including but not limited to, fraud, bribery, and money laundering;
- compliance to any laws and regulations;
- to make any disclosure under the requirements of any directions, court orders, guidelines, circulars, and codes which are applicable to us;
- to provide information to regulatory and governmental authorities to comply with statutory and government requirements;
- for internal records and maintenance of our database;
- for internal administrative purposes;
- for credit risk management and credibility worthiness check of our users;
- any other purposes which we notify you of at the time of obtaining your consent.

Your Personal Data which are in our possession will be kept confidential and you hereby consent and authorise us to disclose your Personal Data to the following third parties (non-exhaustive) whether located in Malaysia or overseas who may subsequently process and disclose your Personal Data for the purposes set out above:-

- (a) our affiliates, related, subsidiary, holding, and associate companies, auditors, business associates or partners, accountants, lawyers, consultants, professional advisors;
- (b) our third-party suppliers, service providers, vendors, contractors, and agents;
- (c) banks, financial institutions, insurance companies;
- (d) law enforcement agencies, court of law, regulatory and governmental authorities, in order to comply with statutory and government requirements.

These third parties have access to your Personal Data only as necessary to perform their functions, and for no other purposes.

You are deemed to have subscribed to our marketing mailing list upon your registration of an account with us and we will send or deliver to you our marketing information and relevant updates via the Platform, SMS, and/or email. If you wish to unsubscribe from our marketing mailing list, you may do so by submitting your request

to customersupport@tukarbateri.com.my or clicking the “unsubscribe” link as provided.

The Platform may contain links and/or advertisements from third parties other than TukarBateri that may redirect to their own websites or applications. If you have any questions about how these third parties use your information, you should review their privacy policy and contact them directly. We have no control over and do not guarantee the security of the Personal Data that you provide to any third party either through third-party sites, apps, or otherwise. We therefore have no responsibility or liability for the privacy policy, content, security, and activities of such third party, third-party sites, or apps.

We may use cookies, tags, scripts and/or any other advertising identifiers (“Cookies”) in connection with your use of the Platform. Cookies may be used in emails we send to you and on the Platform. Cookies may transmit Personal Data about you and your use of the Platform, such as your browser type, search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. If you wish to use the Platform, we recommend that you enable Cookies. Without Cookies enabled, we cannot optimise your experience in using the Platform. If you prefer not to use Cookies, you may choose to disable them.

You have the right to access, obtain, delete, update or correct the provided Personal Data subject to our rights of refusal under the law and subject to payment of an administration fee. You may do so at any time by sending a written request to us at customersupport@tukarbateri.com.my.

Note that any Personal Data collected by us may be stored and processed in Malaysia or any other country, and by using the Platform, you consent to any such transfer of Personal Data outside of Malaysia.

We will retain your Personal Data for the duration necessary to fulfil the foregoing purposes and until you delete or close your account with us. Nevertheless, we may retain your Personal Data for the duration of any period necessary to satisfy any legal, regulatory and/or accounting requirements or to protect our interest. Subject to applicable law, we may securely dispose of your Personal Data without prior notice to you.

We shall keep and process your Personal Data in a secure manner. We endeavour, where practicable, to implement appropriate administrative and security safeguards and procedures in accordance with applicable laws and regulations to prevent unauthorised or unlawful processing of the Personal Data and the accidental loss or destruction of, or damage to, the Personal Data.

In the event of dispute, the English language version of this Privacy Policy shall prevail. The English language version of this Privacy Policy shall always prevail and take precedence in case of any inconsistencies with translated versions.

If you have any questions, please contact us at customersupport@tukarbateri.com.my.mailto:

©2021 TukarBateri. All rights reserved.