

Please read this privacy policy (“Privacy Policy”) to understand how TIME dotCom Bhd, and its holding, related, affiliated and subsidiary companies (collectively referred to as “TIME”, “our”, “us”, or “we”) handle the Personal Data that you provide us. By providing your Personal Data to us, you are consenting to this Privacy Policy, our collection, use, access, transfer, storage and processing of your Personal Data as described in this Privacy Policy.

Please note if you fail to supply us with the required Personal Data, or if the Personal Data is insufficient or not satisfactory to us, or if you revise your consent in relation to the Personal Data which you have provided us, we may not be able to process your application and/or provide you with our products and/or Services.

1. This Privacy Policy & You

- 1.1. Pursuant to the Personal Data Protection Act 2010 (“PDPA”), this Privacy Policy outlines the rights, interests, obligations and duties of TIME in the collection, gathering, recording, holding, storing, disclosing or processing (as defined below) of personal information and data as may be protected by the PDPA.
- 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 a natural person who is a customer of TIME or even a natural person trading as a sole trader or natural persons constituting a partnership. This Privacy Policy also applies if you are no longer a customer of TIME, where there are outstanding obligations either on your part or on TIME's part, or if you are not one of our customers but you interact with us.
- 1.3. Please note that you may be providing us with your Personal Data in any manner or method, not limited to TIME receiving a Registration Form with your Personal Data inserted or where you visit TIME websites, take part in our surveys, trial, promotions, calling our helpdesk, or generally enquiring about us or our products and/or services. We may also receive your Personal Data from third parties we deal with or who are connected with you (for example, financial institutions), and from such other sources where you have given your consent for the disclosure of personal data relating to you, and/or where otherwise lawfully permitted.
- 1.4. You also hereby agree and accept that this Privacy Policy forms an integral part of the terms and conditions of the use of the Services.

2. Definitions

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

"Personal Data"	Means any information which relates directly or indirectly to you in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any Sensitive Personal Data (as defined in the PDPA) and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2009. Examples of Personal Data are your name, Identity Card / Passport No., address, contact information credit and bank account details, images recorded or audio recording of calls you make to our service centers or contact centers and account activity.
"Privacy Policy"	Means this privacy policy and any other amendments, supplements and/or additions as may be added from time to time to it.
"Processing"	Means collecting, recording, verifying, holding or storing the Personal Data or carrying out any operation or set of operations on the personal data, including (a) the organisation, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.
"Services"	Means collectively all the products and services offered by TIME.
"TIME"	Means TT dotCom Sdn Bhd; Planet Tapir Sdn Bhd; AIMS Cyberjaya Sdn Bhd; AIMS Data Centre Pte Ltd; AIMS Data Centre Sdn Bhd; AIMS Data Centre Limited (Thailand); TIME dotcom Global Services Sdn Bhd; Global Transit Limited; Global Transit 2 Limited; Global Transit 3 Limited; Global Transit 5 Limited; Global Transit Singapore Pte Ltd; Global Transit (Hong Kong) Limited; TIME dotCom Japan K.K.; TIME dotCom International Sdn Bhd and TIME dotCom (Cambodia) Co.,Ltd.

3. Purpose of Collecting Personal Data

- 3.1. You agree that all Personal Data collected and/or gathered by TIME may be used in one of the following ways ("**Purposes**"):
- 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 you may have with any third party;
 - 3.1.3. To update and maintain TIME's internal records, filing, systems and operations for the management and administration of the Services including but not limited to the purpose of billing you;
 - 3.1.4. To conduct training for internal staff in relation to the Services;
 - 3.1.5. To enforce any of your obligations in respect of the Services, including collection of the outstanding amounts due from you;
 - 3.1.6. To activate, manage or administer payment or credit facilities with third party financial institutions as may from time to time be instructed by a subscriber of Services;
 - 3.1.7. To investigate, resolve and for troubleshooting of any service issues, billing queries, complaints, fraudulent activity or other enquiries that you submit to us regarding our network, monitor and improve the performance of our network, our Services, our customer relations teams and service providers and TIME websites;
 - 3.1.8. To conduct market analysis, research and development to improve and/or to introduce Services to you;
 - 3.1.9. To communicate, market, promote, offer or notify you on any enquiries or complaints, new services or products of TIME's group;
 - 3.1.10. To support TIME group's business, planning and decision-making processes;
 - 3.1.11. 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;
 - 3.1.12. To comply with any requirements of any laws or regulations or direction of any national, enforcement, regulatory body/agencies in respect of the Services;

- 3.1.13. To verify your identity; and
- 3.1.14. 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, TIME may disclose the Personal Data collected or gathered to the following third parties:
 - 4.1.1. To other telecommunications operators as part of the national inter-operator initiative to combat fraud and to prevent abuse of telecommunication services;
 - 4.1.2. To any auditors, professional advisors, third party service providers, nominees, agents or contractors appointed by TIME in order to carry out the Purposes set out in Clause 3.1 above;
 - 4.1.3. 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;
 - 4.1.4. To the Official Assignee's Office of the Insolvency Department of Malaysia for purposes of conducting a bankruptcy search;
 - 4.1.5. To any relevant bank, financial institution or similar entity at your request and where you have given your consent to pursue any credit facility or payment mechanism initiated;
 - 4.1.6. To the subsidiary, holding and related company of TIME and TIME's affiliate companies for the purpose of establishing and maintaining a common database of customers to avoid duplication;
 - 4.1.7. To strategic partners that work with TIME to provide TIME's Services or that help market TIME's Services (such as our network of dealers);
 - 4.1.8. To any party involved in or related to a legal proceeding (or prospective legal proceeding), for purposes of assisting in or commencing such legal proceedings;
 - 4.1.9. To professional advisors appointed by TIME on a need to know basis for the purpose of those advisors providing advice to us;
 - 4.1.10. To any third party which acquires all or part of the assets or business of TIME for the purpose of that third party continuing to provide all or that part of the business of TIME which it acquires or acquired (including any relevant Services);
 - 4.1.11. To parties nominated or appointed by TIME either solely or jointly with other service providers, for purposes of establishing and maintaining a common database where TIME has a legitimate common interest;
 - 4.1.12. Your authorised representatives or parties whom we may reasonably believe you would have consented to, if you knew of the disclosing of the Personal Data and the circumstance of such disclosure; and
 - 4.1.13. otherwise as required or permitted under Malaysian law, including without limitation, the PDPA.
- 4.2. Save and except with your express consent, TIME shall maintain strict confidentiality of your Personal Data 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. **Consent & Right to Withdraw Consent**

- 5.1. If you are under the age of 18, you are required to ensure that your parents or legal guardian consent on your behalf to TIME's processing of your Personal Data.
- 5.2. The Services will only be made available to you upon you accepting and consenting to the terms of this Privacy Policy. Where possible express acceptance and consent shall be evidenced by you clicking or checking or indicating accordingly on the relevant consent portion of the registration forms or such other documents as may be furnished to you, as the case may be.
- 5.3. By your acceptance of the terms of this Privacy Policy, you shall be deemed to have expressly consented to the processing of your Personal Data by TIME or any of its authorised agents, employees, partners and/or contractors for the Purposes outlined in Clause 3.1 above.
- 5.4. You also hereby agree and accept that by registering and/or continuing to use the Services, you authorise and consent to your Personal Data being processed by and where required, disclosed to classes of third parties as identified by TIME in Clause 4.1 above for the purposes of TIME providing the Services to you. For the avoidance of doubt, you also hereby explicitly consent to TIME processing any Sensitive Personal Data relevant for such purposes.
- 5.5. Notwithstanding anything to the contrary, you may at any time withdraw your consent to TIME processing any Personal Data of yours or to any part or portion of the processing by sending to TIME at the address set out below a written notice of withdrawal and within the period prescribed under the PDPA, TIME shall take

all necessary measures to give effect to your withdrawal of consent, to the extent that such withdrawal does not conflict with any of TIME's other legal obligations.

6. **Right to Access & Correct**

- 6.1. You shall, upon written request, be granted access to your Personal Data held or stored or processed by TIME and shall have a copy of your Personal Data communicated or conveyed to you in an intelligible form of TIME's choosing.
- 6.2. You may also at any time make a written request to TIME to correct any of your Personal Data which is inaccurate, incomplete, misleading or out-of-date and TIME shall, upon receipt of your written request for correction(s) and within the period prescribed under the PDPA, take all necessary measures to give effect to such correction(s).

7. **Security, Storage & Duration of Data Retention**

- 7.1. TIME shall ensure that all Personal Data collected by it shall be stored and/or filed in such manner as to ensure that the Personal Data maintains its accuracy, integrity, remains confidential, is protected against loss, misuse, modification and unauthorised or accidental access, disclosure, alteration, destruction or manipulation.
- 7.2. TIME shall store and/or retain all Personal Data only for as long as required for the fulfilment of the purposes stated in Clause 3 above or pursuant to any legal obligation imposed upon TIME in its operation of the Services or by virtue of any applicable law that may from time to time be in force.

8. **Exceptions & Exclusion of Liability**

- 8.1. Notwithstanding the foregoing provisions, TIME reserves the right to refuse to entertain any request for withdrawal of consent, access or correction in the following circumstances:
 - 8.1.1. Where there is an insufficiency of information provided by you or any party making a request to enable TIME to positively locate or identify the Personal Data in question;
 - 8.1.2. Where there is reasonable doubt surrounding your identity or the identity of the person making the request or where TIME feels that you or the requesting party is not in fact the owner or the subject of the Personal Data in question and is not lawfully entitled to make any requests in relation to the Personal Data;
 - 8.1.3. Where permitting access or correction would be tantamount to a violation of an order of Court;
 - 8.1.4. In requests for access or for correction (excluding instances of withdrawal of consent):
 - a) where the burden or expense of entertaining the request for access or correction is disproportionate to the risk to your privacy or that of the party making a request;
 - b) where compliance with the request would involve the unauthorised disclosure of Personal Data belonging to a third party;
 - c) where compliance would result in the disclosure of confidential commercial information; or
 - d) where access is regulated by another law.
- 8.2. In the area of Personal Data protection, TIME shall not be liable for any purported violation, breach or non-compliance with any precepts of privacy or the protection of Personal Data in the following instances:
 - 8.2.1. Where an act of nature or event outside the control of TIME results in the damage or malfunction or destruction in any equipment or machinery used to secure, store or process Personal Data;
 - 8.2.2. Where Personal Data is readily available or able to be found in the public domain; and
 - 8.2.3. Where despite TIME's best efforts, there is unauthorised access, modification, alteration, misuse, phishing, tampering or abuse of Personal Data caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under the control or direction of TIME.

9. **Direct Marketing**

- 9.1. We may process your Personal Data to communicate with you any information not limited to promotions, marketing and advertising materials in relation to us, our products and/or Services and those of our preferred merchants and strategic partners. If you are not agreeable for us to process your Personal Data for marketing purposes, kindly contact us via details in Clause 12 below.

10. **Cookies and Online dealings**

- 10.1. Cookies are packets of information stored in your computer or device which assist your website navigation by customizing site information tailored to your needs. Please note cookies in themselves do not identify the

individual user, just the computer or device used. However, we may collect information about your use of our websites or your preference or behaviour analysis from cookies.

11. Transfer of Personal Data Outside of Malaysia

11.1. We may transfer your Personal Data to places or third parties located both in Malaysia and overseas as part of our performance of our contracts or provision of Services to you. These third parties may include any of our service providers or strategic partners who are involved in providing our product and/or Service or outsourced data storage or data processing services for and on behalf of us.

12. Notices and Communications

12.1. Please direct any requests to withdraw consent (Clause 5.5), to access and/or correct your Personal Data (Clause 6) or any inquiry on your Personal Data to the following:

Customer Service

Address:

No. 14, Jalan Majistret U1/26
HICOM Glenmarie Industrial Park
40150 Shah Alam,
Selangor, Malaysia

Email: privacy@time.com.my

12.2. We endeavour to take reasonable precautions to ensure that the Personal Data that we collect and/or process is accurately reflected in our systems in accordance with the details provided by you. Therefore, the accuracy of the Personal Data depends to a large extent on the information you provide. As such, it is a condition of us providing the Services to you that you;

12.2.1. provide us with the accurate and complete Personal Data of yourself and/or any relevant person (including their consents) for purposes of acquiring and/or subscription of the Services.

12.2.2. update us as and when such Personal Data provided earlier to us becomes incorrect or out of date by contacting our Customer Service as stipulated in Clause 12.1 above.

12.3. In the event you have provided TIME with any Personal Data of third party for the purposes of the Services, you shall:

12.3.1. undertake and warrant to TIME that you are in possession of all necessary consents and shall continue to maintain such consents as may be required for the processing and transfer of such Personal Data by TIME; and

12.3.2. agree that it shall be your responsibility to advise TIME in writing in the event there is any relevant change in the information including personal data supplied to TIME which requires action on the part of TIME.

12.4. Please note that all notifications or other communications from you to TIME must be in writing, legible and contain your full name, current address, NRIC number and contact particulars. TIME reserves the right not to entertain any notices or communications which do not contain the foregoing particulars, are illegible, incomprehensible or where the party concerned cannot be contacted or where contact particulars are found to be incomplete, inaccurate or in error.

12.5. You hereby accept that TIME may be required to revise and/or modify this Privacy Policy from time to time. In the event of such revision and/or modification, TIME will communicate such revision and/or modification at TIME website or such other mode as TIME 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.

Last updated on 27 October 2021

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