

## PRIVACY AND PERSONAL DATA POLICY

We, PhillipCapital, are committed to protecting the privacy of investors in conducting our asset and unit trust management business. The term “PhillipCapital” used in this notice refers to Phillip Capital Holdings Sdn Bhd and its subsidiaries, Phillip Mutual Berhad (“Phillip Mutual”), Phillip Capital Management Sdn Bhd (“PCM”) and FAME Platform Sdn Bhd (“FAME Platform”), either individually and/or collectively as the context requires. “Personal Data” is information that identifies and relates to you or other individuals (such as your joint account holder). In this notice, we describe to you how we handle your Personal Data that we collect through the Fund Master Form (the “Fund Master Form”), Investment Management Agreement (the “IMA”) and through other means (for example, from your written instructions, telephone calls, e-mails and other communications or correspondences with us, as well as from our unit trust agents, financial planners, business partners, other unit trust management companies, or other third parties involved in our business dealings with you). “YOU” IN THIS NOTICE REFERS TO YOU AS PRINCIPAL HOLDER AND/OR YOUR JOINT ACCOUNT HOLDER, IF APPLICABLE.

### 1. About this Notice:

- 1.1 This “**Notice Concerning Your Personal Data**” (“Notice”) is issued pursuant to **Section 7 of Malaysian Personal Data Protection Act 2010** (“Act”) under the “Notice and Choice Principle”. Please refer to **Section 2** of this Notice for definition of the Personal Data.
- 1.2 This Notice is available in both the national and English languages. You may request a free copy of the Notice in either or both languages by **sending an email to our Customer Service at [cse.my@phillipcapital.com.my](mailto:cse.my@phillipcapital.com.my), calling our Customer Service Hotline at 603-2783 0300, or writing to “Customer Service, Phillip Capital Management” at B-18-6, Block B Level 18 Unit 6, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.** This Notice is also available on our website <http://www.phillipmutual.com> and <https://www.phillipinvest.com.my>.
- 1.3 **PLEASE NOTE THAT THE ACT IS ONLY APPLICABLE IN RESPECT OF DATA PROVIDED BY INDIVIDUAL APPLICANT(S) (i.e. INDIVIDUAL DATA SUBJECTS) ONLY AND NOT APPLICABLE TO CORPORATE APPLICANTS.**

### 2. What is Your Personal Data (Definition of Personal Data):

- 2.1 Your Personal Data means any information given by you (“the Data Subject”) that relates directly or indirectly to you in our business dealings with you, which is:-
  - being processed wholly or partly using a n electronic medium (e.g. computer) or any equipment operating automatically; or manually;
  - being recorded by us with the intention that it should wholly or partly be processed by means of such equipment referred to above,
  - being recorded as part of relevant filing system or with the intention that it should form part of our filing system.
- 2.2 Personal Data also includes “sensitive” personal data about (“**Sensitive Personal Data**”), defined as any personal data consisting of information your physical or mental health or conditions, your political opinions, your religious beliefs or other beliefs of a similar nature, the commission or alleged commission by you of any offence, or any other sensitive personal data as determined under the Act.
- 2.3 Description of the Personal Data collected from you is set out in **Section 8** below.
- 2.4 **SENSITIVE PERSONAL DATA STATEMENT: In general, we do not request for any of your Sensitive Personal Data as it is not relevant to our business dealings with you. If it becomes necessary to ask for such Sensitive Personal Data, we will only process the same after receiving your express written consent.**

### **3. The purposes for which your Personal Data is collected and further processed:**

We collect and process your Personal Data for the following purposes:

- 1) To solicit contributions to Units in the Unit Trust Fund(s).
- 2) To aid us in making decisions on whether and how to provide our products and services to you.
- 3) To enter into a business transaction with you.
- 4) To deliver the necessary notices, services and/or products in accordance with our agreement with you.
- 5) To execute business processes and operations such as client relationship management.
- 6) To aid in our planning in connection with our service and products.
- 7) To communicate with you as part of our client-business relationship.
- 8) To send you important information regarding changes to our policies, other terms and conditions and other administrative matters.
- 9) To assess your eligibility for suitable investment plans and process your funds and other payments.
- 10) To improve the quality of our training and security (for example, with respect to recorded or monitored phone calls to our Customer Service contact numbers).
- 11) To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.
- 12) To carry out market research and analysis, including satisfaction surveys, where applicable.
- 13) To provide marketing information to you (including information about other products and services offered by companies within our PhillipCapital Malaysia Group and selected third-party partners) in accordance with preferences you have expressed.
- 14) To personalize your experience by presenting information to you on our website.
- 15) To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, which you must read carefully.
- 16) To manage our IT infrastructure and business operations.
- 17) To comply with internal policies and procedures such as for auditing; finance and accounting; IT systems; data and website hosting; business continuity; and records, document and print management.
- 18) To resolve complaints, and handle requests for data access or correction.
- 19) To comply with applicable Malaysian laws and regulatory obligations (such as those relating to anti-money laundering and anti-terrorism)
- 20) To comply with legal processes and respond to requests from regulatory and governmental authorities.
- 21) To establish and defend the legal rights privacy, safety or property of our company and/or related companies, and to pursue available remedies or limit our damages.

### **4. How we collect your Personal Data (Source of your Personal Data):**

We collect your Personal Data from various sources including the internet and social media, from publicly available information, forms submitted by you, and through telephone calls, calls recordings, security camera (CCTV), your communication and correspondences with us (via electronic or written media), as well as from our unit trust agents, financial planners, business partners, other unit trust management companies, or other third parties involved in our business dealings with you.

### **5. Your right to access your Personal Data and make correction requests, raise questions and concerns:**

- 5.1 You have the right to access to your Personal Data held by us and to request corrections inaccurate, incomplete, misleading or not up-to-date, except where such access or correction is restricted under the Act.
- 5.2 Your Personal Data shall be processed by us or by a third party ("Service Provider") acting on our behalf.

- 5.3 You may, upon payment of a prescribed fee, make a request in writing to us, for (1) information of your Personal Data that is being processed by or on our behalf, and (2) for a copy of your Personal Data to be provided to you in a legible format.
- 5.4 If you find your Personal Data to be inaccurate, incomplete, misleading or not up-to-date, you have the right to access, correct, object to the use of, or request deletion or suppression of your Personal Data. Please contact us as set out in **Section 7** below with any such requests or if you have any questions or concerns about how we process Personal Data.
- 5.5 We will comply with your request no later than twenty-one (21) days from the date of receipt of such request, subject to **Section 5.6** below.
- 5.6 **Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with the Act. We will notify you if circumstances arise as permitted under the Act where we may refuse to comply with your request no later than twenty-one (21) days from the date of receipt of your request.**

**6. Sharing of Your Personal Data (the class of third parties to whom we disclose or may disclose your Personal Data):**

- 6.1 We may make your Personal Data available to:
  - a) **Our group companies**

For a list of PhillipCapital group of companies that may have access to and use of your Personal Data, please refer to <https://www.phillipinvest.com.my>. PhillipCapital is responsible for the management and security of jointly used Personal Data. Access to Personal Data within PhillipCapital is restricted to those individuals who have a need to access the information for our business purposes.
  - b) **Other marketing and distribution parties**

In the course of marketing and distribution of unit trust funds, we may make Personal Data available to third parties such as other financial planners; service providers; regulators and employees and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.
  - c) **Our service providers**

External third-party service providers, such as medical professionals, accountants, auditors, experts, lawyers and other outside professional advisors; call center service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party back office service providers and administrators; document and records management providers; construction consultants; engineers; examiners; administrators of justice; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.
  - d) **Governmental authorities and third parties involved in court action**

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of PhilipCapital Malaysia Group of companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; and (g) to allow us to pursue available remedies or limit our damages.

**e) Other Third Parties**

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a dispute; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other services on our website to which you are able to post information and materials. Please note that any information you post or disclose through website services will become public information, and may be available to visitors to the website and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, on our website.

6.2 We shall ensure that there is a procedure, policy, process or control when vendors, contractors, suppliers or any third party are allowed to have access to your Personal Data in the course of data maintenance.

**7. Who to contact about your Personal Data (for any inquiries or complaints in respect of your Personal Data):**

If you have any questions about our use of your Personal Data you can e-mail to our **Customer Service at [cse.my@phillipcapital.com.my](mailto:cse.my@phillipcapital.com.my), or call our Customer Service Hotline at 603-2783 0300, or write to “Customer Service, Phillip Capital Management” at B-18-6, Block B Level 2 Unit 6, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.**

**8. Your Personal Data that we collect (Description of the Personal Data collected from you):**

The Personal Data collected about you may include:

- **General identification and contact information**  
Your name; address; e-mail and telephone details; gender; race, nationality status; identification card number; date of birth; educational background; photos; employment history, skills and experience; professional licenses and affiliations and relationship to the joint account holder (if applicable).
- **Identification numbers issued by government bodies or agencies**  
National registration identification number; passport number; tax identification number; military identification number; or driver's or other license number.
- **Financial information and account details**  
Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.
- **Other sensitive information**  
In rare cases, we may receive sensitive information about your religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).
- **Telephone recordings**  
Recordings of telephone calls to our representatives and customer service call centers.

- **Information enabling us to provide products and services**  
Location and identification of your property to send your statement (for example, property address); your status as director or partner; and other ownership or management interest in an organization.
- **Marketing preferences and customer feedback**  
You may let us know your marketing preferences, enter a contest or prize draw or other sales promotion, or respond to a voluntary customer satisfaction survey.

**9. The choices and means available for limiting the processing of Personal Data, including Personal Data relating to other persons who may be identified from that personal data:**

If you wish to limit the processing of your Personal Data, including Personal Data relating to other persons who may be identified from that personal data, you may contact us at the address set out in **Section 7** above.

**10. Whether it is obligatory or voluntary for you to supply your Personal Data:**

It is obligatory for you to supply your Personal Data to us to enable us to use it as described in **Section 3** above. Your failure to provide your Personal Data may cause us to be unable to provide you any of the services described herein.

**11. Withdrawal of consent**

You may by notice in writing withdraw your consent to the processing of your Personal Data. We shall, upon receiving your notice, cease the processing of the Personal Data, whereupon our relationship may be terminated.

**12. Your right to prevent processing of Personal Data likely to cause damage or distress:**

12.1 Subject to **Section 12.2**, you may at any time by notice in writing to us, require us, at the end of such period as is reasonable in the circumstances, to, in respect of any of your Personal Data, either:

- (a) cease the processing of or processing for a specified purpose or in a specified manner; or
- (b) not begin the processing of or processing for a specified purpose or in a specified manner, if, based on reasons to be stated by you, (A) the processing of that Personal Data or the processing of personal data for that purpose or in that manner is causing or is likely to cause substantial damage or substantial distress to you or to another person; and (B) the damage or distress is or would be unwarranted.

12.2 **Section 12.1** shall not apply where:

- (a) you have given your consent;
- (b) the processing of Personal Data is necessary;
  - (i) for the performance of a contract to which you are a party;
  - (ii) for the taking of steps at your request with a view to entering a contract;
  - (iii) for compliance with any legal obligation to which we are the subject, other than an obligation imposed by contract; or
  - (iv) in order to protect the vital interests of the data subject; or
- (c) in such other cases as may be prescribed under the Act.

**13. Disclosure of your Personal Data**

13.1 Subject to **Section 13.1** below, no Personal Data shall, without your consent, be disclosed:

- (a) for any purpose other than (i) the purpose for which the Personal Data was to be disclosed at the time of collection, or (ii) a purpose directly related to the aforementioned purpose, or
- (b) to any party other than a third party of the class of third parties as specified in **Section 6** above.

- 13.2 Notwithstanding **Section 13.1**, your Personal Data may be disclosed by us for any purpose other than the purpose for which the Personal Data was to be disclosed at the time of its collection or any other purpose directly related to that purpose, only under the following circumstances:
- (a) you have given your consent to the disclosure;
  - (b) the disclosure —
    - (i) is necessary for the purpose of preventing or detecting a crime, or for the purpose of investigations; or
    - (ii) was required or authorized by or under any law or by the order of a court;
  - (c) We have acted in the reasonable belief that we had in law the right to disclose the personal data to the other person;
  - (d) We have acted in the reasonable belief that we would have had your consent if you had known of the disclosure of the Personal Data and the circumstances of such disclosure; or
  - (e) the disclosure was justified as being in the public interest in circumstances as determined by the Government of Malaysia.

#### 14. Security

- 14.1 We shall, when processing your Personal Data, take practical steps to protect your Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction having considered: (a) to the nature of the Personal Data and the harm that would result from such loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; (b) to the place or location where the Personal Data is stored; (c) to any security measures incorporated into any equipment in which the Personal Data is stored; (d) to the measures taken for ensuring the reliability, integrity and competence of personnel having access to the Personal Data; and (e) to the measures taken for ensuring the secure transfer of the Personal Data.
- 14.2 Where processing of your Personal Data is carried out by a data processor on our behalf, we shall, for the purpose of protecting your Personal Data as set out in **Section 14.1** ensure that the data processor (a) give sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and (b) take reasonable steps to ensure compliance with those measures.
- 14.3 We will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the “**Who to Contact About Your Personal Data**” section 7 above.)
- 14.4 When we provide Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.
- 14.5 We shall ensure that your Personal Data is being held securely, either in electronic form, on paper or in any other medium.
- 14.6 **Our responsibility to train our employees, Marketing Representative, Unit Trust Consultant and Financial Adviser Representative:** Since we are responsible for the processing of your Personal Data processed by our employees, we strive to ensure our employees, Unit Trust Consultant and Financial Adviser Representative are aware of their responsibilities when processing of the your Personal Data and Sensitive Personal Data (where applicable) to ensure the reliability, integrity and competence of the employees having access to your Personal Data. Our employees, Unit Trust Consultant and Financial Adviser Representative will be required to undergo training to understand their duties and responsibilities under the

Act at least once. We shall restrict access to your Personal Data to those employees, in the strict need to know only.

## 15. Retention of Personal Data

- 15.1 Your Personal Data processed for the purposes here shall not be kept longer than is necessary for the fulfillment of that purpose. We shall take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted if it is no longer required for the purpose for which it was to be processed.
- 15.2 We take reasonable steps to ensure that the Personal Data we process is reliable for its intended use and as accurate and complete as is necessary to carry out the purposes described in this Notice.
- 15.3 We shall keep and maintain a record of any application, notice, request or any other information relating to your Personal Data that has been or is being processed by us or any third party. For this purpose, we will retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.
- 15.4 Additionally, we have developed a **document retention policy** to specify the retention period of your Personal Data and when to dispose any document containing your Personal Data when we no longer require to process it or when you refuse to give your consent pursuant to this Notice. Your Personal Data shall not be kept longer than is necessary for the fulfillment of this purpose and the permanent deletion or destruction of your Personal Data is necessary as soon as there is no more need for this purpose. Similarly, we shall have a policy for **Dealing with Data Protection Issues**.
- 15.5 We shall keep and maintain a record of any application, notice, request or any other information relating to your Personal Data that has been or is being processed by us as required by Section 108 of the Capital Markets and Services Act 2007 for a period of not less than seven (7) years.

## 16. Data Integrity:

We shall take reasonable steps to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date by having regard to the purpose, including any directly related purpose, for which the Personal Data was collected and further processed.

## 17. Repeated collection of personal data in same circumstances:

- 17.1 Where we have complied with requirement to give this Notice pursuant to the **Section 7 of the Act** in respect of the collection of Personal Data from you, referred to as the “first collection”; and, where on any subsequent occasion again we collect Personal Data from you, referred to as the “subsequent collection”, we are not required to comply with Section 7 of the Act if (A) to comply in respect of that subsequent collection would be to repeat, in the same circumstances, what was done to comply in respect of the first collection; and (B) not more than twelve (12) months have elapsed between the first collection and the subsequent collection.
- 17.2 For the avoidance of doubt, it is declared that subsection 17.1 shall not operate to prevent a subsequent collection from becoming a first collection if we have complied with the provisions of the Notice pursuant to Section 7 of the Act.

## 18. Personal Data of other individuals:

If you provide Personal Data to us regarding other individuals, you **undertake**:

- a) to inform the individual about the content of this Privacy and Personal Data Policy; and

- b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data about the individual in accordance with this Notice.

#### **19. International transfer of Personal Data:**

- 19.1 Due to the global nature of our business, for the purposes set out above we may only transfer Personal Data to parties located in other countries when it is necessary (including the United States and other countries that have a different data protection regime than is found in the country where you are based). For example, we may transfer Personal Data in order to process international wire transfer for payment settlement. We may transfer information internationally to our group companies, service providers, business partners and governmental or public authorities.
- 19.2 If we do so, we shall ensure that your Personal Data transferred out of Malaysia is secure and protected.

#### **20. Use of Fund Master Form by minors:**

- 20.1 This Fund Master Form is not directed to individuals under the age of 18 and we request that these individuals do not provide Personal Data through this Fund Master Form.
- 20.2 You are not allowed to provide any Personal Data to us regarding the other individuals who are minors (“said minors”), through this Form, unless you are the parent/legal guardian of the said minors. If you are, you agree to (i) to inform the individual about the content of this Privacy and Personal Data Policy; and give consent on their behalf by executing a **Parent/Guardian Consent form**, allowing for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data of the said minors.

#### **21. Solicitation of Direct Marketing:**

- 21.1 We invite you to be in our mailing list for the purposes of Direct Marketing from us. “Direct Marketing” means the communication from us by whatever means of any advertising or marketing material from us which is directed to you. Alternatively, we may cease or not to begin processing your Personal Data for purposes of direct marketing. **THEREFORE, IF YOU DO NOT WISH TO BE INCLUDED IN OUR FUTURE PRODUCTS CAMPAIGN, NEW INVESTMENT MANAGEMENT SERVICES OR PRODUCTS LAUNCHES AND EVENTS INCLUDING PROMOTIONAL EVENTS WITH BUSINESS PARTNERS IN OUR SERVICE PLATFORM, PLEASE NOTIFY US.** (See the “Who to Contact About Your Personal Data” section 7 above.)
- 21.2 Notwithstanding the foregoing, you may at any time by notice in writing to us requesting us at the end of such period as is reasonable in the circumstances to cease or not to begin processing your Personal Data for the above purposes. If you are dissatisfied with our ability to comply with your notice, whether in whole or in part, you may submit an application to the Commissioner of Personal Data Protection Board, to require us to comply with the Notice.

#### **22. Your marketing preferences:**

- 22.1 We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you. You can also contact us by e-mail at **cse.my@phillipcapital.com.my** or call us at our **Customer Service Hotline: 603-2783 0300**, or write to **“Customer Service, Phillip Capital Management” at B-18-6, Block B Level 18 Unit 6, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur** to tell us your marketing preferences and to opt-out.
- 22.1 If you no longer want to receive marketing-related e-mails from us on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to “unsubscribe” provided in each e-mail or by contacting us at the above addresses.



22.2 We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data as of the date on which we respond to your opt-out request). Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important administrative communications from which you cannot opt-out.

### **23. International transfer of Personal Data:**

23.1 We shall not transfer any of your Personal Data to a place outside Malaysia unless to such place as specified pursuant to the Act.

23.1 Notwithstanding **Section 23.1**, we may transfer your Personal Data to a place outside Malaysia, for example to our group companies, service providers, business partners and governmental or public authorities, under the following circumstances:

- (a) Where you have given your consent to the transfer;
- (b) the transfer is necessary for the performance of a contract between you and us;
- (c) the transfer is necessary for the conclusion or performance of a contract between us and a third party which:
  - (i) is entered into at your request;
  - (ii) is in your interests.
- (d) the transfer is for the purpose of any legal proceedings or for the purpose of obtaining legal advice or for establishing, exercising or defending legal rights;
- (e) we have reasonable grounds for believing that in all circumstances of the case—
  - (i) the transfer is for the avoidance or mitigation of adverse action against you;
  - (ii) it is not practicable to obtain your consent in writing to that transfer; and
  - (iii) if it was practicable to obtain such consent, you would have given his consent.
- (f) We have taken all reasonable precautions and exercised all due diligence to ensure that the Personal Data will not in that place be processed in any manner which, if that place is Malaysia, would be a contravention of this Act;
- (g) the transfer is necessary in order to protect your vital interests;
- (h) the transfer is necessary as being in the public interest in circumstances as determined under the Act.

23.3 Due to the global nature of our business, it may become necessary to transfer your Personal Data outside of Malaysia. **IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL DATA, PLEASE NOTIFY US.** (See the “Who to Contact About Your Personal Data” section 7 above.)

### **24. Online Privacy Policy:**

24.1 We have Online Privacy Policy that is in compliance with the Act.

### **25. Changes to this Privacy and Personal Data Policy**

25.1 We review this Privacy and Personal Data Policy regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on our website, <http://www.phillipmutual.com> and <https://www.phillipinvest.com.my>.

25.2 Please take a look at the “LAST UPDATED” date at the bottom of this Privacy and Personal Data Policy to see when it was last revised.

LAST UPDATED: 4 MARCH 2025.

## **SECURITY**

### **Email**

Email messages sent to PhillipCapital or any of its member companies over the Internet cannot be guaranteed to be completely secure. PhillipCapital will not be responsible for any damages incurred by users if they send a message to PhillipCapital or any of its member companies, or if PhillipCapital or any of its member companies sends a message to them at their request, over the Internet.

PhillipCapital or any of its member companies are not responsible in any manner for direct, indirect, special or consequential damages arising out of the use of this Website. If you encounter any suspicious email, passing off as an email from Phillip Capital Management, please notify us immediately at (603) 2783 0300 or email us at [pcm@phillipcapital.com.my](mailto:pcm@phillipcapital.com.my)

### **Transmission over the Internet**

Due to the nature of the Internet, transactions may be subject to interruption, interception, transmission blackout, delayed transmission and incorrect data transmission. Regardless of any security measures taken by us, PhillipCapital and/or its member companies shall assume no responsibility whatsoever for any loss or expense resulting from such delays, interruptions and/or interceptions.

### **Data Security**

Security is our top priority. PhillipCapital and/or its member companies will strive at all times to ensure that your personal data will be protected against unauthorized or accidental access, processing or erasure. We maintain this commitment to data security by implementing appropriate physical, electronic and managerial measures to safeguard and secure your personal data. You are advised to go directly to the domain name of [www.phillipinvest.com.my](http://www.phillipinvest.com.my) when logging onto Phillip Invest website. You should not accept links or redirections from other websites or media for the purpose of logging onto the Phillip Invest website.

- The secure area of our website supports the use of Secure Socket Layer (SSL) protocol and 128-encryption technology – an industry standard for encryption over the Internet to protect data. When you provide sensitive information, it will be automatically converted into codes before being securely dispatched over the Internet.
- Our web servers are protected behind “firewalls” and our systems are monitored to prevent any unauthorized access.
- Only your valid User ID and Password, which identify you uniquely, will allow you to log in to our secure website(s). This ensures that messages from authorized users only are admitted into our secure site(s).
- All practical steps will be taken to ensure that personal data will not be kept longer than necessary and that PhillipCapital will comply with all statutory and regulatory requirements in Malaysia concerning the retention of personally identifiable information.

### **Security Assurance**

We endeavor to put in place high standards of security to protect your interests. You are responsible to ensure that your User ID and/or Password are not compromised by knowingly or accidentally share, provide or facilitate unauthorized use of it. Failure to do so exposes you to the risks of fraud and loss. PhillipCapital and/or its member companies will not be responsible for losses suffered by customers as a result of:

- a. input errors or misuse of its internet services;
- b. negligent handling or sharing of Password;
- c. leaving a computer unattended during an online session;
- d. failure to immediately report known accidents of unauthorized account access.

PhillipCapital will never ask you for your Password, in order to ensure that you are the only person who knows this information.

- You should safeguard your unique User ID and Password by keeping it secret and confidential. Do not share your User ID and Password with anyone or write them down, as you are responsible for all transactions undertaken with your User ID and Password.
- Ensure that no one can see your Password when you log in to our system.
- When choosing your Password, do not create it using easily identifiable information such as your birthday, telephone number, a recognizable part of your name, spouse's name, dictionary words, common character sequences such as "123456", license plate number, passport number, social security number. The user-chosen password must have at least eight (8) alphanumeric characters.
- Change your Password regularly. Do not recycle your recently used Password.
- The same Password should not be used for different websites, applications or services particularly when you relate to different entities.
- Do not select the option on your browser for storing or retaining User ID and Password.
- If you think your User ID and/or password has been disclosed to a third party, is lost or stolen and unauthorized transactions may have been conducted, you are responsible to inform us immediately.

You should logout of your online session when you have completed your usage or when you need to walk away from your computer even for just a while. Do not leave your computer unattended while your online session is in progress.

In no circumstances shall PhillipCapital be liable to you in any way whatsoever for any loss, damage, costs, and expense incurred by you as a result of, arising out of or in connection with, whether directly or indirectly, the wrongful or fraudulent use of your User ID and/or Password.

### **Alert on Phishing**

Recently, there are many fraud cases connected with the scam known as 'phishing'. The scam makes use of unsolicited emails and/or fraudulent websites to trick people into disclosing confidential personal details such as user-names and passwords.

Techniques used include, but are not limited to,

- Using false email address, logos and graphics to mislead people into accepting the validity of emails and websites;
- Faking domain names to appear as if they represent the actual companies.
- Duping people into providing personal details through one or more methods such as hyperlinks to fake websites or embedded forms in emails.

### **Security Measures to prevent keystrokes being capture**

It is advisable to take the necessary precautions to protect your personal computer against viruses and other malicious programs. Besides damaging and/or destroying data, viruses and malicious programs can capture your Password keystrokes and other personal information and send them to another person without your consent. Some precautions to take:

- Ensure that you install an effective personal firewall, anti-virus, anti-spy-ware as well as anti-Trojan horse software. These should be updated regularly.
- Do not download any software from a website that is of doubtful origin.
- Do not open any email or attachment that is from a source unknown to you. When in doubt, delete such email without opening it.

### **Clearing your cache**

We strongly advise that you clear your browser's disk cache after each online trading session.

Cache files on a computer can retain images of data sent or received over the Internet, making them a potential target for a system intruder.

### **Downloading**

We do not represent or warrant that the Website will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the website.

### **Collection of Personal Information**

#### **Use of "cookies"**

Your visit to the Website may be recorded for analysis on the number of visitors to the Website and general usage patterns. Some of this information will be gathered through the use of "cookies".

Cookies are small bits of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. Should you wish to disable these cookies you may do so by changing the setting on your browser.

#### **Marketing Promotions** for clients of PhillipCapital and/or its member companies

Occasionally, we may collect personal information from visitors to this site and those individuals that participate in a contest or promotion (online or over the telephone, or at one of our branches). Such information is only collected from clients of PhillipCapital and/or its member companies who voluntarily provide us with their personal information. We may use this information to advise them of products, services and other marketing materials, which we think, may be of interest to them. We may also invite visitors to this site to participate in market research and surveys and other similar activities.

As clients of PhillipCapital and/or its member companies, you can choose to receive marketing and other promotional materials by email. If you do receive email or promotional direct mailings, you will always have an opportunity to opt-out. If at any time you would like us to cease sending you direct mailings, please call our hotline (603) 2783 0300 or email us at [pcm@phillipcapital.com.my](mailto:pcm@phillipcapital.com.my) to unsubscribe. We will then, at no cost to you, act on your request within 30 days and ensure that you are not included in future direct marketing promotions.

#### **Hyperlinks from PhillipCapital to Third Party Websites**

PhillipCapital and/or its member companies are not responsible for the contents available on or the set-up of any other websites linked to the Website. These hyperlinks lead to websites published or operated by third parties who are not affiliated with or in any way related to PhillipCapital and/or its member companies. Access to and use of such other websites is at the user's own risk and subject to any terms and conditions applicable to such access/use. By providing hyperlinks to a third party website or webpage, PhillipCapital and/or its member companies shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the services/ products they provide on their websites, or to have any form of cooperation with such third parties and websites unless otherwise stated by PhillipCapital and/or its member companies.

We are not in any way responsible for the content of any third party website or webpage. PhillipCapital and/or its member companies is/are not a party/parties to any contractual arrangements entered into between you and the provider of the third party website unless otherwise expressly specified or agreed to by PhillipCapital and/or its member companies. Any links to websites that contain downloadable software are provided for your convenience only. We are not responsible for any difficulties you may encounter in downloading the software or for any consequences from your doing so. Please remember that the use of any software downloaded from the Internet may be governed by a license agreement and your failure to observe the terms of such license agreement may result in an infringement of intellectual property rights of

the relevant software provider, which we are not in any way responsible.

### **Hyperlinks from Third Party Websites to PhillipCapital**

You must always obtain the prior written approval of PhillipCapital and/or its member companies before creating a hyperlink in any form from a third party website to any PhillipCapital website or webpage. PhillipCapital and/or its member companies may or may not give such approval at its absolute discretion.

PhillipCapital and/or its member companies is/are not responsible for the setup of any hyperlink from a third party website to any PhillipCapital website or webpage. Any links so set up shall not constitute any form of co-operation with, or endorsement by, PhillipCapital and/or its member companies of such third party website. Any link to our Website shall always be an active and direct link to our Website and no "framing" or "deep-linking" of our web page or content is allowed, unless prior approval by PhillipCapital.

PhillipCapital and its member companies are not liable for any loss or damage incurred or suffered by you or any third party arising out of or in connection with such link. PhillipCapital and/or its member companies reserve the right to rescind any approval granted to link through a plain-text link or any other type of link, and to require the removal of any such link to any PhillipCapital websites, at our discretion at any time.

### **English Version to Prevail**

If there are inconsistencies in meaning between the English version of these terms and conditions and the terms and conditions as may be translated into any other language, the English version shall prevail.

**IMPORTANT:** By accessing this website and any of its pages you are agreeing to the terms set out above.