

PRIVACY POLICY

Ouch Free Sdn. Bhd., or a holding company or a subsidiary, or a subsidiary of a common holding company (including any individual, group, partnership, or other entity) of Ouch Free Sdn.Bhd. ("**Ouch**", "**we**", "**us**", or "**our**"), are committed to protecting the personal data, provided by you, in accordance with the Personal Data Protection Act 2010 ("**PDPA**"). This Privacy Policy (which may be amended or updated by Ouch from time to time to ensure that it is consistent with the industry trends and/or any changes in legal or regulatory requirements) seeks to outline how Ouch intends to deliver all the rights and protections that you are entitled to under the PDPA. This Privacy Policy is provided in English [and Malay] languages and should there be any conflict in meaning between the English [and Malay] language version, the English language version shall prevail.

When you sign up for our products and services and by accessing this website and/or our mobile application, you are deemed to have read, understood and accepted the terms of this Privacy Policy. In doing so, you consent to the collection and processing of your personal data by Ouch in accordance with this Privacy Policy.

1. DISCLOSURE OBLIGATION

- a. Your information is essential for Ouch to render its services to you. As part of the quotation, account opening, and order fulfillment processes, Ouch will be asking you for your personal information in order to provide an appropriate quotation and services tailored to your needs.
- b. You have the opportunity to make choices. If you do not provide this data, it will not be possible for you to open an account with Ouch or Ouch will not have sufficient information to provide relevant services to you.
- c. You shall provide up-to-date and complete personal data to Ouch to enable providing appropriate and quality services to you.

2. NATURE OF PERSONAL DATA

The nature of the personal data that Ouch collects, and where it comes from may include:

- a. personal data as provided by you on account opening applications, subscribing to Ouch service, for requesting further services, fulfillment of your orders or other forms, which may include but not limited to:
 - i. name;
 - ii. date of birth;
 - iii. home address or correspondence address;
 - iv. bank account details, including account numbers;
 - v. payment channels details, including credit/debit card and banking information;
 - vi. contact details, including contact name, telephone number, and email address;
 - vii. information required for the verification of your identity, including Identity Card number and/or passport number;
 - viii. personal details such as age, race, nationality, languages, height, and weight;
 - ix. employment details such as employer's name, designation, years of service, income;
 - x. your family's information (including name, National Registration Identification Card / passport details, address, telephone number, emails and other contact details);
 - xi. your vehicle's information and telematics data such as your vehicle's geographical position and your vehicle's movements;
 - xii. your lifestyle characteristics such as frequency of exercise, pedometer data, smoking habits, driving behavior, food intake; and/or
 - xiii. medical reports or records.
- b. personal data about your transactions with Ouch, its affiliates or third parties, such as account balances, payment history, and account activity; or

- c. personal data about you as a result of correspondence with you, referral programs, contests, or surveys; or
- d. details of your visits to Ouch website including but not limited to traffic data, location data, weblogs, and other communication data, whether this is required for Ouch own billing purposes or otherwise and the resources that you access; or
- e. personal data about yourself which you may have provided to third-party insurers for the purposes of takaful certificate.

Cookies are data files that contain and collect data. When you browse Ouch's website ("**Ouch Site**" or "**Site**"), cookies will be stored in your computer's hard drive. This helps Ouch to provide you with a good experience when you browse Ouch Site and also allows Ouch to improve Ouch Site (see below for more details). Ouch will not collect any personal data from you under these circumstances. You have a choice not to accept the cookies, but if you do, certain functionality may not be available.

Ouch Site uses the cookies to distinguish you from other users of Ouch Site, to enable you to move throughout Ouch Site, to enable Ouch to customise your experience of Ouch to you and your interests by remembering your preferences as to language, font size amongst others, to determine previous and/or subsequent websites that you have visited to enable a better understanding of your behaviours and preferences, and to improve our Site through monitoring usage trends.

3. USERS OF PERSONAL DATA

All your personal data will be kept confidential but such personal data may be processed or used by the following persons:

- a. by Ouch and/or any of its affiliates or associates;
- b. any director, officer, employee, or agent of Ouch;
- c. any nominee or custodian in whose name securities or other property may be registered;

- d. any contractor, agent, or service provider which provides administrative, data processing, financial, computer, telecommunications, payment or securities clearing, lawyers, advisers, professional or other services authorised by Ouch when carrying out your instructions and/or Ouch business;
- e. any of Ouch actual or proposed assignee, or participant or sub-participant of Ouch rights in respect of a customer, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- f. any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to Ouch and/or any of Ouch affiliates or associates;
- g. any third party designated or appointed by you with reasons that are accepted by Ouch;
- h. a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- i. any other third party service providers appointed to provide administrative, telecommunications, payment, data processing, or other services to us;
- j. to such parties as may be permitted under Malaysian laws; or
- k. any licensed third-party insurance companies and takaful operators for the purposes of obtaining quotations, underwriting, policy/certificate issuance, administration, and claims handling.

4. USES OF PERSONAL DATA

4.1 Uses of personal data

- a. carrying out new or existing client verification;
- b. ongoing account administration and services in connection with your account, including the collection of amounts due, enforcement of security, charge or other rights and interests;
- c. identifying insurance policies and/or takaful certificates for which you may be eligible and to obtain quotes on your behalf, designing further products

and services or marketing Ouch's existing or future products and services to you;

- d. application for insurance policies/takaful certificates that you make, and any certificate or policy endorsements, cancellations or renewals forming part of Ouch's records in accordance with relevant laws;
- e. issuance and administration of insurance policies and/or takaful certificates that you take out including claims handling;
- f. providing on the terms of any other agreements and services relating to you;
- g. any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body;
- h. any other purpose relating to the execution of your instructions or in connection with Ouch's business or dealings;
- i. conducting market research including the number of users, profile of users, and using such analysis for Ouch's business plans or the enhancement of Ouch's products and services;
- j. to communicate with you and respond to your inquiries;
- k. facilitate your participation in Ouch's rewards program and notification to you; or
- l. for all other purposes incidental and associated with any of the above.

4.2 Disclosure

Ouch will not intentionally disclose your personal data to any third party or beneficiary for any purpose other than for such purposes to which your consent encompasses except in the following circumstances:

- a. you have given Ouch your consent for 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 authorised by or under any law or by the order of a court;

- c. Ouch disclosing your personal data in the reasonable belief that Ouch had in law the right to disclose the personal data to the other person;
- d. Ouch disclosing your personal data in the reasonable belief that Ouch would have had your consent if you had known of the disclosing of your personal data and the circumstances of such disclosure; or
- e. the disclosure is justified as being in the public interest in circumstances as determined by the Malaysian Minister of Communications and Multimedia.

4.3 Uses of personal data via automated processing and assisted decision making methods

- a. We may automate the processing of your personal information, with limited or without human intervention. We may use the personal data that we collected in this processing to conduct data analytics, including profiling and behavioural analysis, to assist or automate decisions in Ouch's business operations and to identify and evaluate potential risks.
- b. We may also use specific artificial intelligence and machine learning to help improve our communications and your experience with us. For example, we may use these tools to assist us for the following purposes:
 - i. Electronic Know-Your-Customer (e-KYC) is used for your onboarding and the system and algorithms may be used to verify the authenticity of your identity, scanned identification documents and/or photograph(s) through image quality;
 - ii. Chatbox for customer engagement is used for communications and offers to recommend more tailored services based on your insights from your personal data and interactions with such bots.

For the avoidance of doubt, Ouch may disclose your personal data to any of our officers, employees, agents, or affiliates on a need-to-know basis without obtaining your prior consent.

5. USE OF PERSONAL DATA IN DIRECT MARKETING

Your personal data may be used by Ouch in direct marketing, including information about our services, products, and promotions. You have the right to choose whether you would like to receive such direct marketing information. In this regard, please note the following:

- a. the following classes of services, products, and subjects may be marketed:
 - i. financial, insurance, takaful, and investment related services and products as well as any associated promotional offers;
 - ii. reward, loyalty or privileges programs and related services and products;
 - iii. services and products offered by Ouch co-branding partners; and
 - iv. donations and contributions for charitable and/or non-profit making purposes;
- b. the above services, products, and subjects may be provided or (in the case of donation and contributions) solicited by Ouch and/or:
 - i. any of Ouch and or its affiliates and associates;
 - ii. third party financial institution, insurance, takaful, and investment services providers;
 - iii. third party reward, loyalty, co-branding or privileges program providers;
 - iv. Ouch co-branding partners; and
 - v. charitable or non-profit making organisations.
- c. in addition to the above purposes, we may use your personal information for marketing purposes including:
 - i. to provide you with newsletters and other communications by email, social network, or "Push" notifications if you have provided your prior consent or we are otherwise permitted to do so under applicable law. These communications may include, for example, details about the latest Ouch products and services, campaign, and/or promotions;
 - ii. to conduct prize draws, contests, and organise any other promotional

offers or events.

- d. in relation to any campaign and/or contest organised by us, by participating in such campaigns and/or contest, you are deemed to have consented that:
 - i. for Ouch to collect, record, hold, store, use, and disclose your personal information for purposes which are necessary or related to the participation in the campaign and/or contest; and
 - ii. for Ouch to disclose or publish your personal information such as your name, identity, and/or any general information that Ouch sees fit about the participation in any media, marketing, or advertising materials.

6. RIGHTS OF ACCESS AND CORRECTION

6.1 Rights of Access and Correction

You have the right to access, correct, and update your personal data in accordance with the PDPA. In general, and subject to certain exemptions, you are entitled to:

- a. enquire whether Ouch holds your personal data;
- b. request access to your personal data within a reasonable time, at a prescribed fee, in a reasonable manner and in a form that is intelligible;
- c. request the correction of your personal data; and
- d. be given reasons if a request for access or correction is refused, and object to any such refusal.

6.2 Deletion

"Delete" function is available whereby:

- a. Account and personal data deletion can be initiated either via the "Account Deletion" function available on the Ouch mobile application or by submitting a written request to Ouch via email at **support@ouch.my**.
- b. To use the "Account Deletion" function, you will need to verify your identity by providing your email address and password. For deletion requests submitted

via email, you may be required to provide verification details to ensure the request is made by the authorised account holder and to prevent unauthorised deletions. This is to ensure that the account deletion request is made by the account holder and to prevent unauthorised deletions.

- c. Please note that when you delete your account via the "Account Deletion" function or via email request, any existing or active policies or certificates with Ouch or its partner underwriters will remain in effect, and Ouch and the underwriter will retain the necessary data for regulatory or legal purposes. However, you will no longer be able to access, modify, or manage these policies through the Ouch mobile application or Platform
- d. Please be aware that using the "Account Deletion" function may impact the functionality of the application and your user experience. Some services within the application or Platform may no longer be accessible or operational without the deleted data.
- e. The "Account Deletion" will delete your data in our system, save and except for those which may be retained for compliance with legal, regulatory, and audit obligations, or verification purposes as described in the "Security and Retention" section of this Privacy Policy.
- f. Once the data is deleted using the "Account Deletion" function or pursuant to an email deletion request, it cannot be restored. Please ensure that you are certain before initiating or submitting a permanent deletion request.

7. SECURITY AND RETENTION

Once Ouch has received your Personal Data, Ouch will use strict procedures and security features to try to prevent unauthorised access, including anti-virus software. Any personal data which you provide to Ouch is stored on Ouch secure servers. Any payment transactions and all pages that require the submission of personal data will be encrypted using Secure Socket Layer ("**SSL**") technology.

Where Ouch has given you (or where you have chosen) a password which enables

you to access certain parts of Ouch's website, you are responsible for keeping this password confidential. You shall not share your login and password with anyone.

Ouch will retain your personal data only for as long as necessary to fulfill the purposes outlined in this Privacy Policy, and to comply with legal, regulatory, or contractual obligations. Once your data is no longer required, all reasonable steps to ensure that your Personal Data is destroyed and permanently deleted.

In some cases, we may retain certain information for a longer period to fulfill our legal, audit, or dispute resolution obligations, but we will ensure that it is kept securely.

8. MISCELLANEOUS

When you give Ouch information about another person, you confirm that they have been appointed by you to act for them, and have consented to Ouch processing their personal data in accordance with this Privacy Policy.

Ouch reserves the right to update or amend this Privacy Policy from time to time, in order to reflect changes in our practices, industry trends, or legal and regulatory requirements in accordance and compliance with the applicable laws and regulations.

In the event of any updates or changes to this Privacy Policy, we will make reasonable efforts to notify you through appropriate means, such as by email or "Push" notification and will be posted on our website and/or mobile application. It is important that you review this Privacy Policy periodically to stay informed about how we protect your personal data. Your continued use of our website, mobile application, or services after any such updates constitutes your acceptance of the revised policy.

9. CONTACT OUCH

If you do not wish for your data to be used in direct marketing or wish to request access to and/or correct your personal data, please email the request to support@ouch.my.

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