

Privacy Policy

Overview

AutoSend.my has developed this Privacy Policy to explain how we may collect, retain, process, share and transfer your Personal Data when you use our Services. This Privacy Policy applies to your Personal Data when you visit Sites or use Services and does not apply to online websites or services that we do not own or control, including websites or services of other AutoSend.my Users.

2. What Personal Data Do We Collect?

We may collect information about you when you visit our Sites or use our Services, including the following:

Registration and use information – When you register to use our Services by establishing an Account, we will collect Personal Data as necessary to offer and fulfil the Services you request. Depending on the Services you choose, we may require you to provide us with your name, postal address, telephone number, email address and identification information to establish an Account. We may require you to provide us with additional Personal Data as you use our Services.

Affiliate Programme - If you use our Services to add value by inviting other potential merchants, we may collect Personal Data from you about the other party, or from the other party about you to facilitate the request. For example, we may collect personal data on a mobile phone or email address.

Information that you choose to provide us to obtain additional Services or specific online Services – If you request or participate in an optional Site feature, or request enhanced Services or other elective functionality, we may collect additional information from you. We will provide you with a separate notice at the time of collection if the use of that information differs from the uses disclosed in this Privacy Policy.

Information about you from third-party sources – We obtain information from third-party sources such as merchants, data providers, and credit bureaus, where permitted by law.

Other information we collect related to your use of our Sites or Services – We may collect additional information from or about you when you communicate with us, contact our customer support teams or respond to a survey.

3. Why Do We Retain Personal Data

We retain Personal Data to fulfil our legal or regulatory obligations and for our business purposes. We may retain Personal Data for longer periods than required by law if it is in our legitimate business interests and not prohibited by law. If your Account is closed, we may take steps to mask Personal Data and other information, but we reserve our ability to retain and access the data for so long as required to comply with applicable laws. We will continue to use and disclose such Personal Data in accordance with this Privacy Policy.

4. How Do We Process Personal Data

We may share your Personal Data or other information about you with others in a variety of ways as described in this section of the Privacy Policy.

We may share your Personal Data or other information for the following reasons:

With other members of the AutoSend.my corporate family: We may share your Personal Data with members of the AutoSend.my family of entities, among other things, provide the Services you have requested or authorized; to manage risk; to help detect and prevent potentially illegal and

fraudulent acts and other violations of our policies and agreements; and to help us manage the availability and connectivity of AutoSend.my products, Services, and communications.

With other companies that provide services to us: We may share Personal Data with third-party service providers that perform services and functions at our direction and on our behalf. These third-party service providers may, for example, provide you with Services, verify your identity, assist in processing transactions or provide customer support.

Personal Data and Account information necessary to facilitate the transaction;

With other third parties for our business purposes or as permitted or required by law: We may share information about you with other parties for AutoSend.my business purposes or as permitted or required by law, including:

if we need to do so to comply with a law, legal process or regulations; law enforcement, regulators, government officials, or other third parties in relation to a subpoena, court order, or other legal process or requirement under Malaysian law or regulation, or the laws and regulations of other jurisdictions that are applicable to AutoSend.my or one of its affiliates; when we need to do so to comply with such law or credit card rules; or when we believe, in our sole discretion, that the disclosure of Personal Data is necessary or appropriate to prevent physical harm or financial loss; or to report suspected illegal activity; to protect the vital interests of a person; to protect our property, Services and legal rights; to facilitate a purchase or sale of all or part of AutoSend.my's business; in connection with related services for purchases made using a Service; to help assess and manage risk and prevent fraud against us, our Users and fraud involving our Sites or use of our Services, including fraud that occurs at our business partners, strategic ventures, to companies that we plan to merge with or be acquired by; and to support our audit, compliance, and corporate governance functions.

With your consent: We also will share your Personal Data and other information with your consent or direction, including if you authorize an account connected with a third-party account or platform.

5. Do We Share Personal Data

We may process your information for the following reasons:

To operate the Sites and provide the Services, including to:

initiate a payment, send money

authenticate your access to an Account;

communicate with you about your Account, the Sites, the Services, or AutoSend.my;

create an account connection between your Account and a third-party account or platform; and

perform credit worthiness and other financial standing checks, evaluate applications, and compare information for accuracy and verification purposes.

keep your Account information up to date.

To manage our business needs, such as monitoring, analyzing, and improving the Services and the Sites' performance and functionality. For example, we analyze User behaviour and perform research about the way you use our Services.

To manage risk and protect the Sites, the Services and you from fraud by verifying your identity. AutoSend.my's risk and fraud tools use Personal Data, Device Information, Technical Usage Data and

Geolocation Information from our Sites and websites that offer AutoSend.my Services to help detect and prevent fraud and abuse of the Services.

To market to you about AutoSend.my products and Services and the products and services of unaffiliated businesses. We may also Process your Personal Data to uniquely tailor the marketing content and certain Services or Site experiences to better match your interests on AutoSend.my and other third-party websites.

To provide personalized Services offered by AutoSend.my on third-party websites and online services. We may use your Personal Data and other information collected in accordance with this Privacy Policy to provide a targeted display, feature, Services or offer to you on third-party websites. We may use cookies and other tracking technologies to provide these online services and/or work with other third-parties such as merchant's, advertising or analytics companies to provide these online services.

To provide you with location-specific options, functionality or offers if you elect to share your Geolocation Information through the Services. We will use this information to enhance the security of the Sites and Services and provide you with location-based Services, such as advertising, search results, and other personalized content.

To comply with our obligations and to enforce the terms of our Sites and Services, including to comply with all applicable laws and regulations.

To respond to your requests, for example, to contact you about a question you submitted to our customer service team.

6. How Do We Use Cookies & Tracking Technologies

When you visit our Sites, use our Services, or visit a third-party website for which we provide online Services, we and our business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies") to recognize you as a User and to customize your online experiences, the Services you use, and other online content and advertising; measure the effectiveness of promotions and perform analytics; and to mitigate risk, prevent potential fraud, and promote trust and safety across our Sites and Services. Certain aspects and features of our Services and Sites are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of the Sites and Services may be limited or not possible.

7. What Privacy Choices Are Available To You

You have choices when it comes to the privacy practices and communications described in this Privacy Policy. Many of your choices may be explained at the time you sign up for or use a Service or in the context of your use of a Site. You may be provided with instructions and prompts within the experiences as you navigate the Services.

Choices Relating to the Personal Data We Collect

Personal Data. You may decline to provide Personal Data when it is requested by AutoSend.my, but certain Services or all of the Services may be unavailable to you.

Location and other device-level information. The device you use to access the Sites or Services may collect information about you, including Geolocation Information and User usage data that AutoSend.my may then collect and use.

Choices Relating to Cookies

You may have options available to manage your cookies preferences. For example, your browser or internet device may allow you to delete, disable, or block certain cookies and other tracking technologies. You may choose to enable these options but doing so may prevent you from using many of the core features and functions available on a Service or Site.

You may have an option regarding the use of cookies and other tracking technologies when you use a Service or visit parts of a Site. For example, you may be asked if you want the Service or Site to “remember” certain things about you, and we will use cookies and other tracking technologies to the extent that you permit them.

8. How Do We Protect Your Personal Data

We maintain technical, physical, and administrative security measures designed to provide reasonable protection for your Personal Data against loss, misuse, unauthorized access, disclosure, and alteration. The security measures include firewalls, data encryption, physical access controls to our data centres, and information access authorization controls. While we are dedicated to securing our systems and Services, you are responsible for securing and maintaining the privacy of your password(s) and Account/profile registration information and verifying that the Personal Data we maintain about you is accurate and current. We are not responsible for protecting any Personal Data that we share with a third-party based on an account connection that you have authorized.

9. Messaging Policy

This policy applies to all customers who use AutoSend.my’s messaging channels. If you provide your own end users or clients with the ability to send messages through AutoSend.my, for example as an ISV (Independent Software Vendor), you are responsible for the messaging activity of these users. You must ensure that any messaging activity generated by your users is in compliance with AutoSend.my policies.

Consent / Opt-in

What Is Proper Consent?

Consent can't be bought, sold, or exchanged. For example, you can't obtain the consent of message recipients by purchasing a phone list from another party.

Aside from two exceptions noted later in this section, you need to meet each of the consent requirements listed below. If you are a software or platform provider using AutoSend.my’s platform for messaging within your application or service, you must require your customers to adhere to these same requirements when dealing with their users and customers.

Consent Requirements

Prior to sending the first message, you must obtain agreement from the message recipient to communicate with them - this is referred to as "consent", you must make clear to the individual they are agreeing to receive messages of the type you're going to send. You need to keep a record of the consent, such as a copy of the document or form that the message recipient signed, or a timestamp of when the customer completed a sign-up flow.

If you do not send an initial message to that individual within a reasonable period after receiving consent (or as set forth by local regulations or best practices), then you will need to reconfirm consent in the first message you send to that recipient.

The consent applies only to you, and to the specific use or campaign that the recipient has consented to. You can't treat it as blanket consent allowing you to send messages from other brands or companies you may have, or additional messages about other uses or campaigns.

Proof of opt-in consent should be retained as set forth by local regulation or best practices after the end user opts out of receiving messages.

Alternative Consent Requirements: The Two Exceptions

While consent is always required and the consent requirements noted above are generally the safest path, there are two scenarios where consent can be received differently.

Contact initiated by an individual

If an individual sends a message to you, you are free to respond in an exchange with that individual. For example, if an individual texts your phone number asking for your hours of operation, you can respond directly to that individual, relaying your open hours. In such a case, the individual's inbound message to you constitutes both consent and proof of consent. Remember that the consent is limited only to that particular conversation. Unless you obtain additional consent, don't send messages that are outside that conversation.

Informational content to an individual based a prior relationship

You may send a message to an individual where you have a prior relationship, provided that individual provided their phone number to you, and has taken some action to trigger the potential communication, and has not expressed a preference to not receive messages from you. Actions can include a button press, alert setup, appointments, or order placements. Examples of acceptable messages in these scenarios include appointment reminders, receipts, one-time passwords, order/shipping/reservation confirmations, drivers coordinating pick up locations with riders, and repair persons confirming service call times.

The message can't attempt to promote a product, convince someone to buy something, or advocate for a social cause.

Periodic Messages and Ongoing Consent

If you intend to send messages to a recipient on an ongoing basis, you should confirm the recipient's consent by offering them a clear reminder of how to unsubscribe from those messages using standard opt-out language (defined below). You must also respect the message recipient's preferences in terms of frequency of contact. You also need to proactively ask individuals to reconfirm their consent as set forth by local regulations and best practices.

Identifying Yourself as the Sender

Every message you send must clearly identify you (the party that obtained the opt-in from the recipient) as the sender, except in follow-up messages of an ongoing conversation.

Opt-out

The initial message that you send to an individual needs to include the following language: "Reply STOP to unsubscribe," or the equivalent using another standard opt-out keyword, such as STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT.

Individuals must have the ability to revoke consent at any time by replying with a standard opt-out keyword. When an individual opts out, you may deliver one final message to confirm that the opt-out has been processed, but any subsequent messages are not allowed. An individual must once again provide consent before you can send any additional messages.

Usage Limitations

Content We Do Not Allow

The key to ensuring that messaging remains a great channel for communication and innovation is preventing abusive use of messaging platforms. That means we never allow some types of content on our platform, even if our customers get consent from recipients for that content. AutoSend.my's Acceptable Use Policy prohibits sending any content that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public, even if the content is permissible by law. Other prohibited uses include:

Anything that is illegal in the jurisdiction where the message recipient lives. Examples include, but are not limited to:

Prescription Medication. Offers for prescription medication that cannot legally be sold over-the-counter are prohibited in Malaysia.

Hate speech, harassment, exploitative, abusive, or any communications that originate from a hate group.

Fraudulent messages.

Malicious content, such as malware or viruses.

Any content that is designed to intentionally evade filters (see below).

Country-Specific Rules

All messages should comply with the rules applicable to the country in which the message recipient lives, which can be found in our Country-Specific Guidelines.

Age and Geographic Gating

If you are sending messages in any way related to alcohol, firearms, gambling, tobacco, or other adult content, then more restrictions apply. In addition to obtaining consent from every message recipient, you must ensure that no message recipient is younger than the legal age of consent based on where the recipient is located. You also must ensure that the message content complies with all applicable laws of the jurisdiction in which the message recipient is located or applicable communications industry guidelines or standards.

You need to be able to provide proof that you have in place measures to ensure compliance with these restrictions.

Messaging Policy Violation Detection and Prevention Evasion

AutoSend.my customers may not use our platform to evade AutoSend.my's or a telecommunications provider's unwanted messaging detection and prevention mechanisms. Examples of prohibited practices include:

Content designed to evade detection. As noted above, we do not allow content which has been specifically designed to evade detection by unwanted messaging detection and prevention

mechanisms. This includes intentionally misspelled words or non-standard opt-out phrases which have been specifically created with the intent to evade these mechanisms.

How We Handle Violations

When we identify a violation of these principles, where possible, we will work with customers in good faith to get them back into compliance with this policy. However, to protect the continued ability of all our customers to freely use messaging for legitimate purposes, we reserve the right to suspend or remove access to AutoSend.my's platform for customers or customers' end users' that we determine are not complying with the Messaging Policy, or who are not following the law in any applicable area or applicable communications industry guidelines or standards, in some instances with limited notice in the case of serious violations of this policy.