

TDG Holdings Privacy Policy

Last Update by: 07 March 2025

1. Introduction

- 1.1 <https://www.thedgroup.com.my/> is owned and operated by TDG Holdings Sdn. Bhd. (**Registration No. 201801023171 (1285190-V)**) (hereinafter, “**TDG**”, “**we**”, “**us**” or “**our**”). TDG is committed to respecting your privacy and is committed to protecting the privacy and security of personal data (as defined in the Personal Data Protection Act 2010 of Malaysia (“**PDPA**”)) that is submitted to us.
- 1.2 For the purposes of this Privacy Policy (“**Policy**”), the expression “personal data” shall bear the meaning as defined by the PDPA, which includes “sensitive personal data” (as also defined by the PDPA) and any personal data that may have been or may be, provided by you and/or independently obtained by us from other lawful sources (if any) in connection with any commercial transaction.
- 1.3 This Policy describes how we collect, maintain, use, disclose, process and safeguard your personal data, including the personal data of any third party individuals, and any sensitive personal data, which may be voluntarily or required to be provided by you (collectively, “**Submitted Personal Data**”) in the course of your participation in our **websites or programmes (“Programme”)**. This Policy also outlines your privacy rights and explains how the applicable laws protects you and your Submitted Personal Data.

2. Your Consent is Important

- 2.1 At TDG, we value your privacy and committed to protecting the Submitted Personal Data you provide while utilising the Programme, in compliance with the laws of Malaysia, particularly the PDPA.
- 2.2 Before you subscribe to or use our Programme, please read this Policy in its entirety, as it serves to help you make informed decisions about how we collect, retain, use, disclose, and process the Submitted Personal Data.

- 2.3 TDG will only collect and use the Submitted Personal Data in accordance with applicable laws (including the PDPA), this Policy and/or the privacy terms in any agreement(s) that you have entered into or will enter into with TDG.
- 2.4 This Policy explains:
- 2.4.1 what kinds of personal data we collect from you and how we collect it;
 - 2.4.2 how we retain and use the Submitted Personal Data;
 - 2.4.3 the parties to whom we may disclose the Submitted Personal Data;
 - 2.4.4 your rights in respect of the Submitted Personal Data; and
 - 2.4.5 the choices we offer, including how to access or update the Submitted Personal Data.
- 2.5 By providing us with the Submitted Personal Data, either at our request or voluntarily, by participating in or subscribing to our Programme, or by communicating with us regarding the Programme, you hereby consent to our collection, retention, use, processing and disclosure of the Submitted Personal Data in accordance with this Policy.
- 2.6 If you provide us with information on behalf of someone else, you represent and warrant that the other person has appointed you to act on his/her behalf and has fully agreed that you have the authority to:
- 2.6.1 give consent on his/her behalf to the submission and processing of his/her personal data;
 - 2.6.2 receive any privacy notice including this Privacy on his/her behalf; and
 - 2.6.3 give consent to the transfer of his/her personal data whether locally or abroad.
- 2.7 If you are a user of our Programme, providing the Submitted Personal Data is voluntary. However, failure to provide the Submitted Personal Data may result in our inability to process it for the purposes outlined in this Policy and the Programme which may

prevent us from offering the Programme, its services, or enabling your participation in the Programme.

3. How We Collect Personal Data

3.1 We collect information about you including Submitted Personal Data, directly from you, automatically through your participation of our Programme, and from third parties as following:

3.1.1 **Websites.** Consumer-directed Website(s) operated by or for your participation in the Programme, including sites that we operate under our own domains/URLs and mini-sites that we run on third party social networks such as Facebook or Instagram (collectively, “**Website(s)**”);

3.1.2 **E-mail, Text and Other Electronic Messages.** Interactions through electronic communications between you and us;

3.1.3 **Consumer Engagement Centre (“CES”).** Communications with our CES;

3.1.4 **Offline Registration Forms.** Printed or digital registration and similar forms collected via postal mail, in-store demos, points of sale, campaigns, contests and events;

3.1.5 **Advertising interactions.** Information derived from interactions with our advertisements (e.g., if you engage with our ads on third party Website(s), we may receive information about that interaction);

3.1.6 **Data We Create.** Personal data generated during our interactions with you, such as records of purchases made on our Website(s);

3.1.7 **Data From Other Sources.** Third party social networks (e.g. such as Facebook, Google), market research (non-anonymous feedback), third party data aggregators, promotional partners, public sources and data obtained through acquisitions of other companies; and

3.1.8 **On Ground Events.** Personal data collected during on-ground events, campaigns, or promotions organized by us or third parties.

4. Personal Data We Collect

4.1 We may collect, use, store and transfer different kinds of Submitted Personal Data about you, which we have grouped as follows:

4.1.1 **Identity Data:** any identification details or information you provide that would allow us to identify you, such as first name, last name, username or similar identifier;

4.1.2 **Contact Data:** any contact information you provide that would allow us to contact you, such as billing address, delivery address, email address and telephone numbers;

4.1.3 **Transaction Data:** any transactional details or other information of products and services you have purchased or subscribed to, and any payments details you have made;

4.1.4 **Technical Data:** any information about the computer system or other technological device that you use to access our Website(s), such as the Internet protocol (IP) address used to connect your device to the Internet, operating system type, and web browser type and version. If you access the Website(s) via a mobile device such as a smartphone, we may also collect, where permitted, your phone's unique device ID, advertising ID, geo-location, and other similar mobile device data;

4.1.5 **Website(s)/Communication Usage Data:** any information about your actions, navigations and interactions with our Website(s) or newsletters. This includes information such as which links you click on, pages or content you view and the duration of your visits, as well as other information about your interactions, such as content response times, download errors and page visit lengths. This information is collected using automated technologies such as cookies and web beacons, and also through third party tracking for analytics and advertising purposes;

4.1.6 **Account login Data:** any information required to give you access to your specific account profile, including but not limited to your login ID/email address, screen name, password (in unrecoverable form) and security question and answer;

- 4.1.7 **Profile Data:** information about you, including but not limited to your username and password, date of birth, age, gender, household information, preferences, feedback, survey responses, favourite products, hobbies and interests, and lifestyle information; and
- 4.1.8 **Consumer-generated Content:** content that you create and then uploading to our Website(s), including but not limited to photos, videos, personal stories, or other similar media. Where permitted, we collect and publish consumer-generated content in connection with activities such as contests, promotions, website community features, consumer engagement, and third party social networking.

Additionally, we may collect any other information set out on the Website(s) and as required by us from time to time for the purposes specified in herein, as well as other information you choose to directly provide in connection with your participation in the Programme and/or use of the Website(s).

- 4.2 The types of personal data set out under **Clause 4.1** are not exhaustive and we may collect other personal data as necessary for providing our services and access to the Programme and/or Website(s), and to accurately establish or verify the identities of individuals with a high degree of fidelity.

5. How We Use the Submitted Personal Data

- 5.1 We will only use the Submitted personal data where permitted by laws. Common circumstances in which we may use your Submitted Personal Data include:

- 5.1.1 **Consumer Service.** We use the Submitted Personal Data for consumer service purposes, including responding to your enquiries. This typically involves the use of personal contact information and information regarding the nature of your inquiry (e.g. order status, technical issues, product or service inquiries, complaints or general queries);

- 5.1.2 **Contests, Marketing and Other Promotions.** With your consent (where required), we may use the Submitted Personal Data to provide you with information about goods or services (e.g. marketing communications, campaigns, promotions or contests). This can be done via any means such as

email, ads, SMS, phone calls, instant messaging applications such as WhatsApp etc and postal mail as permitted by applicable laws. We may also disclose your Submitted Personal Data including name, NRIC number or contact information to verify and identify you, including using photographs or videos from public events you participate (e.g., campaigns, events or contests);

- 5.1.3 **Personalisation (Offline and Online).** With your consent (where required), we may use the Submitted Personal Data to (i) analyse your preferences and habits, (ii) anticipate your needs based on our analysis of your profile, (iii) improve and personalise your experience on our Website(s) and apps; (iv) ensure that content from our Website(s)/apps is optimised for you and for your computer or device; (v) provide you with targeted advertising and content; and (vi) allow you to participate in interactive features, when you choose to do so. For example, we may remember your login ID/email address or screen name so that you can quickly login the next time you visit our Website(s) or so that you can easily retrieve the items you previously placed in your shopping cart. Based on this type of information, and with your consent (where required), We also show you specific content or promotions that are tailored to your interests. The use of the Submitted Personal Data is voluntary, which means that you can oppose the processing of the Submitted Personal Data for this purpose. For detailed information on how to opt-out please refer to **Clause 10** below;
- 5.1.4 **Order Fulfilment.** We use the Submitted Personal Data to process and ship your orders, inform you about the status of your orders, correct addresses and conduct identity verification and other fraud detection activities. This involves the use of certain Submitted Personal Data and payment information. This can be done via any means such as email, ads, SMS, phone calls, instant messaging applications such as WhatsApp etc and postal mail to the extent permitted by applicable laws;
- 5.1.5 **Services and Support.** We will use the Submitted Personal Data to facilitate any commercial transaction , manage, and enforce agreements, and respond to any queries, complaints, or requests you may have;
- 5.1.6 **Other General Purposes (e.g. Internal or Market Research, Analytics, Security).** In accordance with applicable laws, we may use the Submitted Personal Data for other business purposes, such as maintaining your account, conducting internal or market research, improving our processes, advertising,

notifications, authentication, security, compliance and measuring the effectiveness of advertising campaigns. We may also use the Submitted Personal Data for management and operation of our communications, IT and security systems;

- 5.1.7 **Legal Reasons or Merger/Acquisition.** The Submitted Personal Data may be disclosed as part of a merger, acquisition, joint venture, debt financing, sale of TDG or its business assets, or in the event of insolvency, bankruptcy, or receivership, where personal data could be transferred to third parties as a business asset. In such cases, we will attempt to notify you before your Submitted Personal Data is transferred, though you may not have the right to opt out of or object to the transfer, as permitted by the PDPA; and
- 5.1.8 **To Comply with Law or Protect Rights.** We reserve the right to use and disclose the Submitted Personal Data as required by law, when we believe such disclosure is necessary to comply with a regulatory requirements, audit obligations, legal proceedings, court orders, government requests, or other legal processes, or to protect the safety, rights, or property of our customers, the public, or others.

6. Disclosure of the Submitted Personal Data

- 6.1 The Submitted Personal Data will be processed by our authorised staff, employee, personnel, contractor or agents, on a need to know basis, depending on the specific purposes for which it was collected and as outlined in this Policy.
- 6.2 As a part of providing our services, we may disclose the Submitted Personal Data to the following third parties:
- 6.2.1 companies and/or organisations that act as our service providers, including external entities that we use to help us run our business (e.g. order fulfilment, payment processing, fraud detection and identity verification, Website(s) operation, market research, support services, promotions, website development, data analysis, CRC, etc.). These service providers, and their selected staff or personnel, are only allowed to access and use the Submitted Personal Data on our behalf solely for the specific tasks assigned to them, based on our instructions, and are required to maintain confidentiality and security of your Submitted Personal Data;

- 6.2.2 your authorized advisers (including but not limited to accountants, valuers, adjusters, auditors, tax consultants, lawyers, bankers, financial advisers or other professionals consultants);
 - 6.2.3 any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
 - 6.2.4 any financial institutions, merchants, e-wallet service providers, VISA International Services Association, MasterCard International Incorporated and other card associations in relation to any credit card and/or debit card issued to you;
 - 6.2.5 any individual or organisation involved in enforcing or preserving our rights under your agreement(s) with us;
 - 6.2.6 any government departments/agencies and statutory authorities conducting investigations or inquiries;
 - 6.2.7 fraud and crime prevention agencies for assessing risks of crime, fraud, and money laundering, which is a condition for entering into any contract with you;
 - 6.2.8 our IT service providers offering technical infrastructure services, software development, usage analysis or customer support; and/or
 - 6.2.9 any other parties in respect of whom you have expressly or impliedly consented to disclosure.
- 6.3 With your authorisation, we may disclose the Submitted Personal Data to a third-party. However, once disclosed, the use and disclosure restrictions contained in this Policy will not apply to such third parties, as we do not control their privacy practices.
- 6.4 We may disclose the Submitted Personal Data to our parent company, subsidiaries or other companies under a common control (collectively, “**Affiliates**”). In such cases, we will require our Affiliates to comply with this Policy.

- 6.5 The above **Clauses** Error! Reference source not found. and **6.3** shall be subject, at all times, to any laws (including regulations, standards, guidelines and/or obligations) applicable to TDG (whether in or outside Malaysia).

7. Retention Period and Data Security

- 7.1 We are committed to protecting the Submitted Personal Data and will take reasonable security arrangements in retaining all the Submitted Personal Data in our possession or control for the duration required or permitted under applicable laws. We will retain and use the Submitted Personal Data only for as long as necessary to satisfy the purposes for which the Submitted Personal Data was collected or to comply with applicable legal requirements. Submitted Personal data used to provide you with a personalised experience will be kept for a duration permitted by applicable laws.
- 7.2 All Submitted Personal Data provided to us is stored on secure servers in environments where reasonable security measures have been implemented to prevent unauthorised access. While we adhere to industry standards to protect the Submitted Personal Data, the inherent nature of the internet means we cannot guarantee or warrant the absolute security of information transmitted to us online. The transmission of data via the internet involves certain risks and although we will do our best to protect the Submitted Personal Data, we cannot guarantee its security during transmission through our Website(s) or apps. Nonetheless, we will apply and maintain appropriate security procedures to manage and protect the use and storage of records containing the Submitted Personal Data, including regularly reviewing and updating our technical and organisational security measures governing the processing of the Submitted Personal Data.
- 7.3 We will not retain any Submitted Personal Data longer than necessary for the purposes for which it is to be processed. When it is reasonable to assume that such retention no longer serves the purpose for which the Submitted Personal Data was collected, or is no longer required for legal or business purposes, we will take reasonable steps to ensure that the Submitted Personal Data is securely destroyed or permanently deleted.
- 7.4 We have appointed a Data Protection Officer responsible for ensuring compliance with the PDPA (as amended in 2024). In the event of a potential Submitted Personal Data breach that may result in significant harm, we will upon receipt such notification from the Data Protection Officer, as soon as practicable and, where necessary, notify you

without undue delay. Notification will include details of the breach, its impact, and measures taken or to be taken to mitigate risks.

8. Disclosure for Marketing and Promotional Purposes

- 8.1 If you have provided us with your consent, we may contact you through various methods, including mail, telephone, SMS, text/picture/video online instant messaging, email or other correspondence, to inform you about our products, services, promotions, special offers, events, or activities, as well as those offered by merchants, strategic partners, sponsors, or advertisers, that may interest you.
- 8.2 We do not and will not disclose, rent, sell or otherwise share the Submitted Personal Data with third parties for direct marketing purposes.
- 8.3 If you prefer not to receive any marketing communications, notifications or materials from us, you may opt out at any time by following the unsubscribe instructions or links included in the emails that we send or by writing to us directly.
- 8.4 You may choose whether to continue or discontinue receiving newsletters, updates, promotional materials, festive greetings or other communications by writing to us. In addition, you may “opt out” of specific category of subscription, marketing or promotional emails by following the unsubscribe instructions provided in each such communication. To unsubscribe from marketing communications sent across any medium, including third party social networks, you may opt-out at any time by sending an email to enquiries@thedgroup.com.my. Please note, however, that as long as you remain a user with us, you will not be able to “opt out” of receiving user-related notifications and communications, such as order or transaction confirmations, account activity alerts (e.g. account confirmations, password changes, etc.), and other important non-marketing-related announcements. Opting out of these essential communications may result in our inability to provide user-related services to you.

9. Situations Under which we disclose the Submitted Personal Data

- 9.1 Except as outlined above, we will treat the Submitted Personal Data as private and confidential and will not disclose it to any third party except in the following situations:
 - 9.1.1 where you have given permission for us to disclose the Submitted Personal Data in accordance with this Policy;

- 9.1.2 where disclosure is required or permitted by law;
- 9.1.3 where disclosure is required or authorised by any order of court, tribunal or authority, whether governmental or quasi-governmental, having jurisdiction over TDG;
- 9.1.4 where we transfer our rights and obligations under this Policy; and/or
- 9.1.5 where disclosure is required to meet our obligations to any relevant regulatory authority.

10. Your Obligation to Provide Complete Personal Data

- 10.1 Where indicated, the provision of certain Submitted Personal Data is required to enable us to provide our services or process your order. Should you decline to provide such mandatory personal data, we may be unable to fulfill your order or deliver our services.
- 10.2 You represent and warrant that all the Submitted Personal Data provided is true, accurate and complete in all respects and none of the personal data provided is misleading or outdated. You agree to promptly notify us of and update any changes to the Submitted Personal Data.

11. Your Choices About How We Use and Disclose the Submitted Personal Data

- 11.1 Subject always to our contractual rights and obligations under relevant laws and regulations, you may exercise your choice in respect of the disclosure, retention and use of the Submitted Personal Data by us. You may, access, correct, or update the Submitted Personal Data you provide, or any other Submitted Personal Data stored with us at any time by writing to us. You may also delete the Submitted Personal Data from you or request its removal from and/or our data servers. To do so, please contact us at the email address provided herein.

12. Transfer of Submitted Personal Data

- 12.1 We currently do not transfer the Submitted Personal Data outside of Malaysia. In the event that we do, the Submitted Personal Data may be transferred to, stored, used and processed in a jurisdiction other than the jurisdiction of your company's incorporation, your home nation or otherwise in the country, state or city in which you are present while using the account ("**Alternate Country**") where TDG's servers and partners are located. We will take all necessary steps to ensure that the Submitted Personal Data continues to receive a level of protection comparable to that provided under the PDPA and in accordance with this Policy.
- 12.2 Your use of our account, our services or the Programme, followed by your submission of such information constitutes your agreement to that transfer of that Submitted Personal Data as described herein. You understand and consent to the transfer of the Submitted Personal Data out of your home nation or Alternate Country as described herein, and such consent will remain valid until you deactivate your account or uninstall our mobile application from your devices.

13. Cookies and Tracking

- 13.1 TDG, its Affiliates, licensors, and third parties with whom we partner, may use cookies, web beacons, tags, scripts, local shared objects such as HTML5 and Flash (sometimes called "**flash cookies**"), advertising identifiers (including mobile identifiers such as Apple's IDFA or Google's Advertising ID) and similar technology ("**Cookies**") in connection with your use of the Website(s) to track activity on our Website(s) and we hold certain Cookies information to track, analyse and improve our Website(s). Cookies may have unique identifiers and reside on your computer or mobile device, in emails we send to you, or on our Website(s). Cookies may transmit information about you and your use of our Website(s), such as your browser type, search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. Cookies may be persistent or stored only during an individual session.
- 13.2 TDG may allow third parties to use Cookies on the Website(s) to collect similar types of information for the same purposes TDG does for itself. These third parties may be able to associate the information they collect with other information they have about you from other sources. We do not have control over or access to the Cookies used by these third parties and accepts no responsibility for their usage.

- 13.3 Additionally, we may share non-personally identifiable information about you, such as location data, advertising identifiers, or a cryptographic hash of a common account identifier (such as an email address), with third parties to facilitate targeted advertising.
- 13.4 If you do not wish for the Submitted Personal Data to be collected via Cookies on the Website(s), you may deactivate Cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser. Additionally, some mobile device settings may allow you to limit the sharing of certain information.

14. Personal Data from Minors and Other Individuals

- 14.1 We do not knowingly collect personal data of anyone under the age of eighteen (18). As a parent or legal guardian, you are under the obligation to not allow a minor (individuals under eighteen (18) years of age) under your care to submit personal data to TDG in their own capacity. In the event that such personal data is provided to TDG, you hereby consent to the processing of the minor's personal data and personally accept and agree to be bound by this Policy and take responsibility for his or her actions.
- 14.2 In some circumstances where you may have provided personal data relating to other individuals (such as your spouse, family members, friends, business partners, shareholders or directors), in such circumstances you represent and warrant that you are authorised to provide their personal data to TDG and you have obtained their consent for their personal data be processed and used in the manner as set forth in this Policy.

15. Amendment and Changes to This Notice

- 15.1 TDG reserves the right to modify, update or amend the terms of this Policy at any time, by posting the updated Policy on the Website(s), with such changes taking effect immediately. By continuing to communicate with TDG, or by using the account or the Programme following such modifications, updates or amendments to this Policy, you acknowledge and agree that your actions signify your acceptance of the updated Policy.

15.2 In the event of any conflict between the English and other language versions of this Policy, the English version shall prevail to the extent of the conflict.

16. Contact Us

16.1 You have rights under certain privacy laws in relation to your personal data including the right to receive a copy of the Submitted Personal Data we hold about you. To ask questions or make comments on this Policy and our privacy practices or to make a complaint about our compliance with applicable privacy laws, please contact us at:

Contact Number	:	60397711660
Email Address	:	enquiries@thedgroup.com.my

If the request to receive a copy of the Submitted Personal Data is submitted by a person other than you, without providing evidence that the request is legitimately made on your behalf, the request will be rejected. Please note that any identification information provided to us will only be processed in accordance with, and to the extent permitted by applicable laws.

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