

## Privacy Policy

### 1. INTRODUCTION TO THIS PRIVACY POLICY

- 1.1 This Privacy Policy is issued by **EV Connection Sdn Bhd (Reg No.: 201601026693/1197632-A)** (referred to as "EVC," "we," "us" or "our") and it shall govern and apply to anyone (referred to as "you" and/or "your") accessing or using our website located at [www.ev-connection.com](http://www.ev-connection.com), [www.jomcharge.com](http://www.jomcharge.com), our mobile application, and any other domains (collectively referred to as the "EVC Platform") owned and/or operated by **EVC**.
- 1.2 For the purpose of this Privacy Policy, the terms "personal data" and "processing" shall have the same meaning as prescribed in the Personal Data Protection Act 2010 (referred to as "the Act").
- 1.3 At EVC, we take your privacy serious and we are committed to comply with all applicable data protection measurement as prescribed by the Act and/or other applicable laws.
- 1.4 This Policy summarises what personally identifiable information we may collect, how we process it, how we store it and how we might use this information. This policy also describes other important topics relating to your privacy.
- 1.5 By you accessing EVC Platform, you acknowledge that you have been notified of and understood the terms of this Policy and that you have agreed and consented to the collection, use, disclosure and/or processing of your personal data as stipulated in this Policy.

## 2. HOW WE COLLECT DATA

- 2.1 Personal data means any information, whether recorded in a material form or not, from which your identity is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.
- 2.2 EVC will only collect personally identifiable information (including but not limited to name, date of birth, identification number, company name, address, telephone number, e-mail address, vehicle registration number and others) that you voluntarily provide through our Site. Our host web server tracks and collects general information about your visits to EVC Platform. While IP addresses (the Internet address of a computer) are logged to track a user's session, the user remains anonymous. We analyse this data for certain trends and statistics, such as which parts of our site users are visiting, how long they spend there, the visitors' domain names and what states or countries those requests come from.
- 2.3 EVC also requests and collects personal data from you at various site locations and instances, including, but not limited to, when you access to EVC Platform and registering an account, communicate with us via social media, write a public review, participate in events, contests, or promotions, contact our customer care team, or post other customer-generated content to EVC Platform. These are currently the primary ways in which we gather information, however, we may also collect data through other channels in the future.
- 2.4 By communicating with EVC, including (but not limited to) by email and by completing online forms, you are giving your consent to the collection of what Personal Data you provide.

### 3. PERSONAL DATA YOU PROVIDE TO US

3.1 We receive and store any information you knowingly provide to us, such as:

- Full name;
- Date of Birth;
- Identification Number / Passport Number;
- Nationality;
- Email address;
- Phone number;
- Correspondence Address;
- Billing information and payment details (such as billing address, credit card details, and other sensitive financial information, specifically for the purpose of payment gateway);
- Vehicle registration number;
- Driving license details;
- A record of Charging History including the date, time, location coordination and other data captured by EVC Platform;
- Information provided by you through your interactions with us in social media;
- Other details that you may submit to us or that may be included in the information provided to us by third parties.

### 4. WHY DO WE COLLECT YOUR PERSONAL DATA?

4.1 We use your Personal data for certain purposes, including but not limited to the following:-

- (a) To facilitate your use of our services or access to the EVC Platform, including responding to your queries, feedback, claims or disputes;

- (b) To provide our products and/or services to you and to verify your identity;
- (c) To deliver the products and/or services you have subscribed through EVC Platform and to track the delivery status of the products and/or services. We may pass your personal data to a third party in order to complete the delivery of the products/services to you (for example to our roaming partners EVC Platform, third party payment gateway providers);
- (d) To process, managing and administer your account and subscription registered with us;
- (e) To verify and carry out financial transactions in relation to payments you make online either through us directly or through our third party service provider;
- (f) To audit the downloading of data from EVC Platform;
- (g) To improve the features of EVC Platform and customise them for your better user experiences;
- (h) To identify visitors on EVC Platform;
- (i) for any purposes relating to business development, market surveys/research and trend analysis such as evaluating the effectiveness of our marketing or advertising content, data analytics and identifying your requirements and preference;
- (j) To provide you with information we think you may find useful or which you have requested from us, including information about our products and services, provided you

have indicated that you have not objected to being contacted for these purposes;

- (k) To promote our products and/or services and use information that you give to us, such as user-generated content (including video content) that you can choose to broadcast on our Site, as part of our advertising and marketing campaigns to promote EVC Platform;
- (l) To process any complaints, feedback, enforcement action and take-down requests in relation to any content you have uploaded to EVC Platform;
- (m) for our internal management and administrative purposes, including without limitation for purposes related to risk management and assessment, audit purposes, and data storage and management;
- (n) To comply with the requirements imposed by applicable laws and regulations or other obligations committed to government or regulatory authorities;
- (o) We may also use your personal data to send you marketing or promotional materials about our or third-party sellers' products and services from time to time, unless you choose to opt-out from receiving these materials;
- (p) We may also conduct automated-decision making processes in accordance with any of these purposes; and/or
- (q) complying with any legal or regulatory requirements.

4.2 You acknowledge and consent to EVC sharing anonymised information (including but not limited to aggregated information

and/or behavioural-based information) with our selected third-party providers to achieve the advertising strategies.

- 4.3 You may unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing material. We may use your contact information to send newsletters from us and from our related companies.
- 4.4 In exceptional circumstances, we may be required to disclose personal data, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, or for law enforcement purposes, or for fulfilment of legal and regulatory requirements and requests.
- 4.5 We may share and permit the sharing of your personal data with third parties and our affiliates for any of the abovementioned purposes, including but not limited to, facilitating your use of the Services, completing a transaction with you, managing your account and our relationship with you, marketing and fulfilling any legal or regulatory requirements and requests as deemed necessary by us. In sharing your personal data with them, we endeavour to ensure that the third parties and our affiliates keep your personal data secure from unauthorised access, collection, use, disclosure, processing or similar risks and retain your personal data only for as long as they need your personal data to achieve the abovementioned purposes.
- 4.6 If you are located in Malaysia, we may transfer or permit the transfer of your personal data outside of Malaysia for any of the purposes set out in this Privacy Policy.

## **5. SAFEGUARD OF YOUR PERSONAL DATA**

- 5.1 We take all reasonable steps to keep your Personal data secure in a combination of secure computer storage, hard copy files and

other records. Steps are taken to protect the personal data we hold from misuse, loss, unauthorized access, modification or disclosure.

- 5.2 If you believe that your privacy has been compromised, please contact our Compliance Officer through our customer service link at [cs@ev-connection.com](mailto:cs@ev-connection.com).
- 5.3. You should be aware, however, that no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

## 6. DISCLOSURE OF PERSONAL DATA

- 6.1 EVC does not share the Personal data of its users with any unaffiliated third parties for their promotional purposes. However, we use a third party payment processor to ensure the payment and delivery of your purchased products and/or services. We may use other third parties for other services from time to time. These third parties have no authority to use your personal data for their own promotional purposes. These third parties will only have limited access to your Personal data in order to help complete transactions.
- 6.2 Because EVC considers the Personal data we maintain to be confidential, our policy is not to disclose the Personal data to third parties (except as described above) or unless such disclosure is mandated by law or is pertinent to judicial or government investigations or proceedings. We reserve the right to disclose Personal data to our service providers, the government, law enforcement agencies, or other third parties under certain circumstances where a formal request has been made (such as in responding to a court order, subpoena, or

judicial proceeding) as EVC, in our sole and absolute discretion, deems necessary and appropriate.

- 6.3 In the event of a sale, merger, or transfer of some or all of EVC's assets, or dissolution or bankruptcy, your Personal data may be transferred to an unaffiliated third party as part of or apart from other transferred assets or assets. Any transfer will then be governed by and be the responsibility of any purchaser of or successor to the transferred assets or assets. We shall notify you by a notice on the home page of any change in the information practices governing your Personal data as a result of any transfer of assets or any asset change in ownership, and your choices in how your information is used.

## 7. UPDATING YOUR PERSONAL DATA

- 7.1 To maximize your user experience on EVC Platform, it is important that the personal data you provide to us is accurate and complete. You are responsible for informing us of changes to your personal data, which may be inaccurate, incomplete, misleading or out of date.
- 7.2 You can update your personal data anytime by accessing your account on EVC Platform. If you are unable to update your personal data through your account, you can do so by contacting our Compliance Officer through our customer service link at [cs@ev-connection.com](mailto:cs@ev-connection.com).

## 8. ACCESSING YOUR PERSONAL DATA

- 8.1 You have the right to request information about your personal data which we have collected, or enquire about the ways in which your personal data may have been used, disclosed or processed by us, please contact our Compliance Officer through our customer service link. EVC reserves the rights to request further



information from you for the purpose of verifying your identity and to facilitate processing your request.

- 8.2 We reserve the right to charge a reasonable administrative fee for retrieving your personal data records.
- 8.3 We will respond to your request as soon as reasonably possible. If we are unable to respond to your request within twenty-one (21) days from the date of your request, we will inform you in writing. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the applicable data protection laws).

## 9. LINKS TO THIRD PARTY SITES

- 9.1 Our Site may contain links to other sites. We do not endorse or otherwise accept responsibility for the content or privacy policies of those sites. However, we encourage you to read the privacy policies of each website you visit prior to disclosing your Personal data.

## 10. USER GENERATED CONTENT

- 10.1 Any Personal data or image content you voluntarily disclose online in a manner that other users can view (including, but not limited to: product reviews, comments, posts on social media pages, and etc.) becomes publicly available, and can be read, collected, and used by other members of this Site to send you unsolicited messages. Your membership name or other information may also be displayed when you post comments or upload images throughout EVC Platform. EVC is not responsible for the Personal data users select to disclose in these forums.

## 11. WITHDRAWAL OF CONSENT

11.1 You may communicate the withdrawal of your consent to the continued use, disclosure and/or processing of your personal data including personal data relating to others who may be identified from that personal data for any of the purposes and in the manner as stated above at any time, by contacting our Compliance Officer through the customer service link at [cs@ev-connection.com](mailto:cs@ev-connection.com).

11.2 If you have withdrawn your consent as stated above, we may not be in a position to continue to provide the Services to you or perform on any contract we have with you, and we will not be liable in the event that we do not continue to provide the Services to, or perform our contract with you. Our legal rights and remedies are expressly reserved in such an event.

## 12. AGREEMENT TO OUR TERMS & CHANGES TO THIS PRIVACY STATEMENT

12.1 By using EVC Platform, you consent to the collection and use of information collected by EVC through EVC Platform as indicated above. EVC reserves the right to modify this privacy policy at any time. We will promptly reflect any such modifications in EVC Platform.

## 13. CONTACT US

13.1 If you have any comments, suggestions or complaints in relation to your Personal Data and this Site, please contact us at [cs@ev-connection.com](mailto:cs@ev-connection.com).