

PRIVACY POLICY

Pitch Platforms Sdn. Bhd. (Company No. 1158464-T) ("pitchIN") is committed to protecting the privacy of our platform users with regards to their personal data. pitchIN's Privacy Policy set out below is put together in accordance with the Personal Data Protection Act 2010 ("Act", "PDPA").

Save as otherwise provided, capitalised terms used herein shall have the same meanings assigned to them in the pitchIN Terms and Conditions.

1.0 Information collected by pitchIN

- 1.1 The Platforms it operates does not automatically pick up any personal information about individual users. In addition, our servers do not automatically record information regarding a user's e- mail address unless the user supplies it. Like all other websites, our servers may automatically collect internet information, including your device information, log information, browsing history, IP address, cookies and location information. We collect, record, hold, store and/or process personal information when users register with us. Registration is compulsory for anyone wanting to use the portion of our Platforms which is accessible for registered Users. Your registration with us signifies your consent to us processing your Personal Data in accordance with the following terms and conditions.
- 1.2 Personal information includes name, address, copies and details of identification documents, contact details, gender, details of bank account, employment history, credit and references check, marital status, commission or alleged commission of offence, personal financial and social security detail.
- 1.3 We may also collect, record, hold, store and/or process your information from other sources, including but not limited to third party background checks, any registered credit reporting agency, any regulatory authorities and any authority, central depository or depository agent.

2.0 Purpose of Personal Data collected

- 2.1 You hereby acknowledge, confirm and consent that we may collect, record, hold, store and/or process your personal data for the following purposes:
 - a) to verify your identity as required by the Securities Commission of Malaysia and any applicable law;
 - b) to send you our services and other investment related information;
 - c) to understand your needs and preferences, and to provide you with our services;
 - d) to develop, enhance, market and provide products and services to meet your needs;
 - e) to enable you to participate in investment and fund raising activities;
 - f) in the case of investors looking to allocate capital, to confirm that you are eligible to make investments through the website in accordance with relevant legislation;
 - g) to improve our services;
 - h) to respond or process your requests or complaints;
 - i) to comply with any compliance and disclosure requirements of any and all governmental and/or quasi government departments, agencies, regulatory and/or statutory bodies;

- j) to comply with any legal obligation binding on us under any law, rule, regulation, by-law, order, guideline, directive, policy and such other requirements in force and as amended from time to time;
- k) for the purposes of record-keeping in the ordinary course of our business;
- l) to perform credit check;
and
- m) for any purposes relating to the activities on the Platform.

2.2 You hereby acknowledge that in the event that we do not receive the necessary information from you, or if we are not satisfied with the information provided, your application to become a registered User on the Platform will not be accepted and you will not be able to access or use the portion of the Platform accessible to registered Users.

3.0 Use and Disclosure

- 3.1 We may disclose your personal data to our trustee, banks, Issuers, agent, contractor, supplier, professional adviser, affiliates and associated companies, any court, and credit reporting agencies, for the purpose set out in paragraph 2 above. These associates will treat your personal data as confidential, in accordance with this Privacy Policy and with all applicable data protection principles and will process such personal data only for the purposes and within the terms set out herein.
- 3.2 We are responsible for the personal data under our control. We take every measure we can to provide a comparable level of protection for personal data passed to our associates in relation to the services we provide. We will also compile, use and disclose aggregated non-personally identifying information collected through the Platform to improve our services and/or business.
- 3.3 If you give us personal data or information about another person, you confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices.

4.0 Storage and Retention of Personal Data

- 4.1 Your personal data shall be stored either in hard copies in our offices, our associates offices or stored in servers located in Malaysia and operated by us or our service providers. Any personal data supplied by you will be retained by us as long as necessary for the fulfilment of the purposes stated in paragraph 2 above or is required to satisfy any legal, regulatory, accounting requirements or to protect our interests.

5.0 Communication Data

- 5.1 Our Platform will collect communications data such as your IP address and so on. Any personal data that may end up being collected as part of such activities will also be treated as personal data specifically collected by us in the course of providing our services and running the online platform and subject to our privacy protection policies.

6.0 Automatic Collection of Non-Personal Data

- 6.1 We may automatically collect non-personal data (e.g. type of Internet browser and operating system used, domain name of the website from which you came, number of visits, average time spent on the site, pages viewed). We may use this data to

improve our services, website and our online platform, monitor the attractiveness of the Platform and improve their performance or content.

7.0 Changes of Business Ownership and Control

7.1 We may, from time to time, expand, reduce or sell our business, and this may involve the transfer of certain divisions or the whole business to other parties. Your personal data will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use your personal data for the purposes for which it was supplied by you.

8.0 Cookies

8.1 When you view the Platform, we may store some data on your computer in the form of a "cookie" to automatically recognise your personal computer next time you visit. Cookies will be used for example to help us provide you tailored information that match your investment profile and interests. You can block cookies by configuring your Internet browser. Do note that an integral portion of the services on our platform will be enhanced through cookies.

9.0 Public Forums

9.1 The platforms operated by pitchIN enable users to communicate with other users of the platforms. You are advised to exercise caution when deciding to disclose your personal data on such channels.

10.0 Security

10.1 We will strive to protect and keep confidential all personal data collected by us. The Platform has security measures in place to protect personal data and any other sensitive information that may be held by us. For example, we utilise industry standard SSL or SET protocols. Unfortunately however, no data transmission over the internet can be guaranteed as completely secure. We cannot therefore warrant the security of any personal data transmitted to us and individuals do so at their own risk.

10.2 Users are also reminded that they will need to keep their log in details such as usernames and passwords confidential.

11.0 Links

11.1 Our Platforms may contain links to other sites that we believe may be of interest to you. Those sites are fully responsible for the information collected and the services offered by them. In no event can pitchIN be responsible for the information contained on any Linked Site or your use of or inability to use any Linked Site. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at your own risk. When you use the Linked Sites, you are governed by the terms of use and privacy policies of such Linked Sites.

12.0 Data Integrity

12.1 You are responsible for ensuring that the data that you provide to us is accurate, complete and not misleading and that such data is kept up-to-date, and you shall promptly keep us informed in the event the data is inaccurate, incomplete, misleading or not up-to-date and you shall provide us the true, accurate, complete, and updated data.

13.0 Right of Access to Personal Data

13.1 The Act gives you the right of access to your personal data held by us on payment of a prescribed fee and to request correction of the personal data that is inaccurate, incomplete, misleading or not up-to-date.

13.2 If you have any questions regarding this Privacy Policy or if you wish to request access to your personal data or if you wish to correct your personal data or if you wish to withdraw your consent to us for the processing of your personal data for the purposes as set out in paragraph 2 above or for the transfer of your personal data to the parties stated in paragraph 3 above, you may send your request in writing to the following address:

Compliance Officer
PITCHIN,
D-8-8, MENARA SUEZCAP 1, KL GATEWAY
NO 2, JALAN KERINCHI
59200, KUALA LUMPUR

Or by email to cs@pitchin.my

14.0 Severability

14.1 We have made every effort to ensure that this Privacy Policy adheres strictly with the relevant provisions of the Act and other applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from this Privacy Policy and shall not affect the validity and enforceability of the rest of the Privacy Policy. This clause shall apply only within jurisdictions where a particular term is illegal.

15.0 No Waiver

15.1 In the event that either you or we fail to exercise any right or remedy contained in this Privacy Policy, that does not mean you or we (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

16.0 Changes to Privacy Policy

16.1 We reserve the right to amend this Privacy Policy at any time and will ensure that a notice of such amendments will be made available to you through the Platform or through any other mode we view appropriate and suitable.