RYMNET SOLUTIONS SDN BHD PRIVACY POLICY

1. **Introduction**

    1.1. Rymnet Solutions Sdn Bhd [635446H] at 13-7, Block A, Jaya One, Jalan Profesor Diraja Ungku Aziz, 46200, Petaling Jaya, Selangor ("**Rymnet", "Company**", "**we**", "**us**", or "**our**") committed to protecting the privacy of its Customer and/or End User and strives to provide a safe and secure user experience. This Privacy Policy sets out our practices and policies with respect to the collection, purpose, storing, processing, transfer, disclosure and use of Personal Data and/or Sensitive Personal Data (defined below). This Privacy Policy covers all units, departments and operations of Rymnet and also serves to give Customer and/or End User notice pursuant to the Personal Data Protection Act 2010 and its regulations (collectively referred to as "**PDPA**").

    1.2. We operate a cloud based human resources management system via our website that includes, but is not limited to, sites of the following domains and sub-domains: [cloud.rymnet.com] ("**Website**"), our application software ("**Platform**"), and our mobile application software for digital tablets and mobile phones ("**App**") as well as other products and services that we make available ("**Services**").

    1.3. Please refer to our SAAS Terms and Conditions ("T&Cs") which governs the use and access to our Services when Customer and/or End User access our Website. Our T&Cs may be updated occasionally, and Customer and/or End User should read and understand them which they shall be bound to by continuing to access our Website, Platform and App, providing their information or engaging in our Services.

    Our Website may contain links to other sites or websites. However, please be aware that we are not responsible for the content or privacy practices of such other sites or websites. We distinguish these 3rd-party sites and websites by methods such as either opening them in a separate browser window or within a frame indicating the area within is not part of our Website. In these instances, our Privacy Policy herein will not apply. We encourage Customer and/or End User to be aware when they leave our Website and to read the privacy statements of each and every website that they visit.

    1.4. In this Privacy Policy, "**Customer**" refers to the organisation that engages our Services pursuant to our T&Cs and "**End User**" refers to any individual who has access to our Website, Platform, and/or App including employees of the Customer. The Customer is the Data Controller of the Personal Data and/or Sensitive Personal Data and Rymnet is the Data Processor of the Personal Data and/or Sensitive Personal Data.

2. **Collection, Purposes and Source of Personal Data**

2.1. In the course of our business and operations, we may collect, hold, obtain, receive, store and/or process (as defined in the PDPA) Personal Data of the Customer and/or End User which includes but not limited to the following:
- name;
- age;
- gender;
- date of birth;
- identity card or passport number;
- marital status;
- ethnicity and bumiputra status;
- nationality;
- residential address;
- bank account number;
- work permit number;
- contact details / correspondence address;
- telephone number / mobile number;
- email address;
- IP address;
- academic records;
- professional qualifications;
- EPF or other provident fund number;
- SOCSO or other social security number;
- tax number;
- Zakat number;
- Tabung Haji number;
- ASNB number;
- housing and savings program number;
- health insurance number;
- employment history;
- the name and contact details of next-of-kin;
- any other information of a similar nature required by applicable laws in other jurisdictions; and/or
- any other data and materials input by the Customer into our software or stored by the Services or generated by the Services as a result of the Customer's use of the Services.

(collectively referred to as "**Personal Data**")

2.2. We may also obtain and process data including but not limited to End User's physical and mental health, any medical conditions and medications taken by End User (where applicable), religious beliefs or other beliefs of a similar nature, or the commission or alleged commission by End User of any offence,

biometric data, or any other sensitive personal data as recognised by laws ("**Sensitive Personal Data**").

2.3. The Personal Data previously, being and/or that may be collected, obtained and/or received by us are from the Customer and/or End User who voluntarily submit Personal Data and/or Sensitive Personal Data directly to us through our Website, Platform, or App, or by corresponding with us by phone, email or other means. This includes information that they provide when they register to use our Website, Platform, or App, subscribe to our Services and when Customer and/or End User report a problem through our Website, Platform, or App or use some other feature of our Services as available from time to time.

2.4. The purpose for which the Personal Data and/or Sensitive Personal Data was, is or will be collected and further processed includes but not limited to the following ("**Purposes**"):

(a) to serve the Customer and/or End User (including but not to limited to providing our Services such as HR Administration and/or HR Strategic Management),

(b) to act on, process and/or respond to Customer and/or End User's complaints, inquiries, feedback, applications, interests or requests, and/or to otherwise contact/communicate with the Customer and End User,

(c) to commence, proceed with or carry out any investigation, inquiry, recovery or other proceedings,

(d) to create profiles,

(e) to comply with the law or any regulations and requirements imposed by relevant government authorities, court orders or applicable law and/or

(f) for such other purposes that are ancillary or incidental to the above.

2.5. We only collect personal data we actually need for or directly related to our specific Purposes. If Customer and/or End User do not supply us with their Personal Data and/or Sensitive Personal Data that we describe as obligatory or mandatory, or if Customer and/or End User limit such obligatory or mandatory Personal Data and/or Sensitive Personal Data, then we may be unable to or be unable to continue to act on, respond to, process or proceed with their matter, or to provide them with our Services.

3. **Disclosure of Personal Data**

3.1. We will not disclose Personal Data and/or Sensitive Personal Data to any third party without Customer and/or End User consent except to:

(a) the government and/or such authority, body, entity, court, tribunal, person or party that we are required in law to disclose to.

3.2. Subject to this Privacy Policy and save where permitted by the law, please be assured that we do not disclose, sell or make the Personal Data and/or Sensitive Personal Data available to other persons or companies without your consent.

4. **Consent**

4.1. By continuing to access our Website, Platform and/or App, communicating with us, opting-in when presented with choices or voluntarily providing your Personal Data and/or Sensitive Personal Data to us, the Customer and/or End User warrant that they are at least 18 years of age and expressly consent to our collection, storage, use and disclosure of their Personal Data and/or Sensitive Personal Data as described in this Privacy Policy. The Customer and/or End User confirm that all Personal Data and/or Sensitive Personal Data provided is accurate and complete, and that none of it is misleading or out of date. The Customer and/or End User will promptly update us in the event of any change to their Personal Data and/or Sensitive Personal Data.

4.2. To the extent that the Customer and/or End User disclose to us any Personal Data and/or Sensitive Personal Data (whether or not coming within the definition of Personal Data and/or Sensitive Personal Data above) of another individual, we shall assume, without independent verification, that the Customer and/or End User have obtained such individual's consent for the disclosure of such information and/or personal data as well as the processing of the same in accordance with the terms of this Privacy Policy.

4.3. The Customer shall ensure that it has obtained/will obtain all necessary consents from End User and comply with all applicable requirements under applicable laws for the processing of Personal Data and/or Sensitive Personal Data by us in accordance with this Privacy Policy.

5. **Testimonials**

5.1. With consent, we may display personal testimonials of satisfied Customer on our Website, along with other endorsements. If Customer wish to update or delete their testimonial, they may contact us.

6. **Security of Personal Data**

6.1. We are committed to safeguarding Personal Data and/or Sensitive Personal Data and ensuring that it is stored securely, including protection against unauthorised or unlawful access and/or processing, misuse, accidental loss, destruction and/or damage, using appropriate technical or organisational measures which may include but not limited to the following:

(a) ensure Personal Data and/or Sensitive Personal Data stored on the software, Website, Platform and/or App are in encrypted form;

(b) adhere to best practice policies and procedures to prevent data loss, including a system data backup regime; and/or

(c) enforce a business continuity plan that includes, but not limited to testing, accountability and corrective action designed to be promptly implemented and ensure a disaster recovery approach is captured in a clear disaster recovery procedure.

6.2. We are certified under the internationally recognized ISO 27001 standard for Information Security Management Systems and SOC 2 Type 2 compliance for managing Personal Data and/or Sensitive Personal Data based on security, availability, and confidentiality. These certifications ensure that we adhere to rigorous information security practices.

6.3. Where we have given Customer and/or End User (or where Customer and/or End User have chosen) a password which enables them to access certain parts of our Services, they are responsible for keeping this password confidential. They should not share their password with anyone. The Customer and/or End User shall take all reasonable precautions to ensure the security of access to the Services and must not, under any circumstances, allow any third party or any person other than an authorised user to access or use the Services for any purpose without our prior written consent.

6.4. If we have reason to believe that a personal data breach has occurred, including any breach, loss, misuse or unauthorised access of personal data, we will, as soon as practicable, inform the Personal Data Protection Commissioner accordingly. If the personal data breach causes or is likely to cause any significant harm to Customer and/or End User, they will be notified promptly of the same.

7. **Transfer of Personal Data**

7.1. As we have international affiliates, it may be necessary in the course of business for us to transfer and/or store Personal Data and/or Sensitive Personal Data at a place outside Malaysia. Currently, all such data is stored in the Azure data centre located in Singapore. In this event, the handling of Personal Data and/or Sensitive Personal Data shall be in accordance with the data protection policies, laws and regulations enforced in such jurisdiction. However, if the Personal Data and/or Sensitive Personal Data is disclosed or transferred to other countries which does not have the same or comparable data protection laws as Malaysia, we will take reasonable measures to ensure that such Personal Data and/or Sensitive Personal Data has an adequate and at minimum, an equivalent level of protection as it does in Malaysia. Such Personal Data and/or Sensitive Personal Data is protected both online and offline.

8. **Customer and End Users' Right**

8.1. End Users are entitled:

(a) to request access to, request for a copy of and to request correction of their Personal Data and/or Sensitive Personal Data where their Personal Data and/or Sensitive Personal Data is inaccurate, incomplete, misleading or not up-to-date,

(b) to receive their Personal Data and/or Sensitive Personal Data in a commonly used format and to have it ported to another data controller,

(c) to revoke or withdraw their consent to the processing (as defined in the PDPA) of their Personal Data and/or Sensitive Personal Data whether generally or for specific purposes,

(d) to restrict or limit the processing of their Personal Data (including personal data relating to other persons who may be identified from that Personal Data) and/or Sensitive Personal Data, and/or

(e) to erase their Personal Data and/or Sensitive Personal Data from all of our databases.

8.2. If End User wish to exercise one of these rights, they should contact the Customer (or any authorised representative of the Customer) to address their requests. The Customer will have direct authority to access, correct or request deletion of the End Users' Personal Data and/or Sensitive Personal Data on their behalf.

9. **Retaining Personal Data**

9.1. We shall take all reasonable steps to ensure that all Personal Data and/or Sensitive Personal Data is retained for a period no longer than necessary, and is destroyed or permanently deleted when no longer required for the Purposes, unless there are specific retention periods required by law, in which case we will comply with such retention periods.

9.2. By default, Personal Data and/or Sensitive Personal Data will be retained for a period of seven (7) years. If the Customer requires an extension beyond this period, they must submit a request to us.

9.3. Upon reaching the end of the seven-year retention period, we will provide the Customer with options for data management. The Customer may choose to have their data backed up for a fee. If the Customer does not wish to retain the data, we will provide an Excel file containing the relevant data and will then delete it from the system in accordance with its data deletion procedures.

10. **Cookies and similar technologies**

10.1. Our Services may use cookies and other tracking technologies to improve Customer and/or End User's browsing experience on our Website, to show them personalized content and targeted ads, to analyze our Website traffic, and to understand where our visitors are coming from. Most browsers automatically accept cookies, but Customer and/or End User can usually modify browser setting to decline all cookies or change their preferences. Alternatively, Customer and/or End User may be able to modify their browser setting to notify them each time a cookie is tendered and permit them to accept or decline cookies on an individual basis. However, if Customer and/or End User use their browser settings to block all cookies (including strictly necessary cookies) they may not be able to access all or parts of our Website.

11. **Amendment**

11.1. We reserve the right at any time and from time to time to amend our Privacy Policy. We will post our latest Privacy Policy (as amended) on Our Website. Any modifications, updates or amendments to this Privacy Policy will be effective immediately upon a notification via the Services or via an email address you have registered with Rymnet. Please view our Privacy Policy on Our Website from time to time for our current/latest Privacy Policy.

12. **Data Protection Officer**

12.1. If you have questions, concerns, inquiries, complaints or if you require any clarification regarding this Privacy Policy or your Personal Data and/or Sensitive Personal Data, kindly contact our representative, details as below:

Name	:	Charmaine Yong
Designation	:	Data Protection Officer
Phone Number	:	+60376222548
Email address	:	enquiry@rymnet.com

13. **Language**

13.1. In accordance with Section 7(3) of the PDPA, this Privacy Policy is issued in both English and Bahasa Malaysia. In the event of any discrepancies or inconsistencies arising between the English and Malay versions, the English version shall apply and prevail.