

Last Modified: 1 January 2023

Privacy Policy

This privacy policy (“**Policy**”) describes the manner in which Solv Sdn. Bhd. (“**SOLV**”) collects Personal Information (defined below) from you, how we store, use, process and disclose such Personal Information, and the steps we take to protect such Personal Information.

Capitalised terms used in this Policy are defined below, and any term that is capitalised herein and not defined in this Policy shall have the meaning given to it in the Terms of Service available at <https://scf-onboarding.solv.com.my/#/login>.

“**We**”, “**our**” and “**us**” refer to SOLV. “**You**” and “**your**” refer to the current and former visitors to the Website (defined below) and/or the Users (as defined below), as applicable.

By accessing the Website or using the SOLV Services (defined below), you have read and understood, and agree to our processing of your Personal Information in accordance with this Policy. This Policy is incorporated into and subject to the Terms of Service available at <https://scf-onboarding.solv.com.my/#/login>.

Further, if you are accessing the SOLV Services through the Mobile Application, there may be other privacy terms (such as the privacy terms imposed by mobile application stores like App Store (iOS), Android’s (Google) Play Store, Microsoft’s store) which will govern the use of the Mobile Application in addition to this Policy.

It is strongly recommended for you to return to this page periodically to review the most current version of the Policy.

SOLV is committed to maintain the confidentiality, integrity and security of all Personal Information of our Users. It is important to read the entire Policy along with our Terms of Service carefully as some of the provisions affect your legal rights and obligations.

1. Definitions

Account means the account created by the User on the Website after successful completion of registration.

Authorised Representative means an employee, director and/or authorised representative of an Organisation who is specifically authorised to register on the Website on behalf of the Organisation to apply for the SOLV Services.

CRA means a registered credit reporting agency in Malaysia.

Credit Information means collectively the information you provide to us through the Website which pertains to your financial background and such other information obtained from the CRA.

Mobile Application means the mobile application belonging to SOLV which is developed and designed to run on various mobile operating systems, for providing the SOLV Services.

Organisation shall mean a sole proprietorship registered under the Registration of Businesses Act 1956, a partnership firm registered under the Partnership Act 1961, a company registered under the Companies

Act 2016 (or formerly, the Companies Act 1965), a limited liability partnership registered under the Limited Liability Partnerships Act 2012 or such other body corporate as may be accepted by SOLV.

Partner means third party partners of SOLV from whom SOLV may obtain certain services in relation to the Website including but not limited to your distributor or supplier, the CRA, verification companies, information repositories, data analytics providers, payment gateways to provide the SOLV Services.

Platform means the digital platform which currently is in alpha form and accessible to a closed set of users operated and maintained by SOLV, the front-end version of which is accessible through the Website.

Personal Information is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank details, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, employment information and financial information.

Processing means all activities involving the handling of personal data, such as collecting, recording, holding, storing, organizing, adapting, altering, retrieving, using, disclosing, transmitting, transferring, disseminating, making available, aligning, combining, correcting, erasing, destructing personal data, whether by SOLV or any other third parties, including without limitation, the CRA, Partner and/or Third Party Service Providers.

SOLV Services means the service of providing the Website and the Platform which facilitates (i) the supply of financial services by Third Party Service Providers to Users, and/or (ii) such other services that may be provided by SOLV on the Platform from time to time.

Third Party Service Providers means any service providers of SOLV including banks or other non-banking financial institutions, CRA, service providers and/or logistics providers.

Usage Information means information that we automatically collect about how you access and interact with the SOLV Services.

User means any Authorised Representative or Organisation (as the case may be) registered on the Website for use of the SOLV Services.

User Data means any Personal Information submitted by the User or the Authorized Representative on behalf of the User, to or in relation to the SOLV Services.

Website means the domain solv.com.my and/or the Mobile Application.

2. Information We Collect

2.1 *User-Provided Information*: This Policy applies to User Data collected from you or our Partners, such as details pertaining to your name, parentage, nationality, state and/or city of residence, residential address, e-mail address, date of birth, gender, contact number and/or mobile number, user IDs, passwords, internet banking credentials, bank account details, recent photograph, signature image, income proof, taxation number, credit score, credit information report, and other Know Your Customer (KYC) documents including identity and address proof, driver license or other government issued identity proof, which may be shared and/or uploaded by you, as and when you avail any SOLV Services, and to which SOLV may become privy to.

2.2 *Information We Automatically Collect*: In addition to information you provide to us, we automatically collect Usage Information. This Usage Information is a key part of how we improve your experience on our Website and provide you with more personalized services. We may use various technologies to collect and store such Usage Information in connection with the SOLV Services. These may include things like cookies, browser web storage (e.g. HTML5), web beacons and similar technologies. There are three types of Usage Information we may collect from you:

- a. Device Information. This is information about how you access SOLV Services, such as the operating system, hardware model, application or browser type and version, and unique identifiers associated with your device.
- b. Log Information. There are certain pieces of information we automatically collect in system logs or similar files about how you interact with SOLV Services, such as which features you visit or click on. This Log Information may also include things like your IP address, browser or device configuration, date and time of access and cookie information.
- c. Location Information. We may use certain information like your IP address or other Device Information or Log Information to estimate your location (e.g., your city or state). We may also request to use location-enabled services on your device (which typically provide GPS or Wi-Fi access point details) to enhance our services. We will only use these location-enabled services on your device with your consent.

2.3 *Third Party Web Beacons and Third Party Buttons*: We may display third-party content on the Website, including third-party advertising. Third-party content may use cookies, web beacons, or other mechanisms for obtaining data in connection with your viewing of the third party content on the Website. Additionally, we may implement third party buttons (such as “like” or “share” buttons, social media buttons, etc.) that may function as web beacons even when you do not interact with the button. Information collected through third-party web beacons and buttons are collected directly by these third parties, not by SOLV. Information collected by a third party in this manner is subject to that third party’s own data collection, use, and disclosure policies.

2.4 *Information from Other Sources*: Many of our features rely on information about you that we collect from Partners and Third Party Service Providers, such as information pertaining to you in relation to the sales and service taxes, income tax reports, Credit Information, your corporate information, and the records maintained by the income tax department and other governmental authorities or our Partners.

3. Consent

3.1 By providing User Data as mentioned hereinabove, you consent to SOLV (including its marketing channels, Partners and Third Party Service Providers) to contact you through SMS, call, e-mail, push notifications, social media and/or other channels that may be used for communication from time to time and with follow-up communication in relation to the SOLV Services, for imparting product knowledge, offering promotional offers running on the Website, and various other offers offered by the Third Party Service Providers or SOLV. If you do not wish to receive the aforesaid communications from us or if you want to withdraw any consent which you have previously given, please contact SOLV at compliance@solv.com.my.

3.2 The usage of the Website may also require you to provide consent for keying in or uploading your User Data (including but not limited to user IDs and passwords), as may be necessary to process your application through the Platform. Any User Data which requires to be keyed in or uploaded is required for enabling hassle free, faster and paperless (to the extent possible) processing of applications for SOLV Services availed to you.

4. Credit Information Reports

4.1 Your Credit Information is procured from CRAs, and SOLV has no control over the content or accuracy of information provided in your Credit Information by CRAs. SOLV receives this information from a CRA once you provide authorization/ consent in a template provided incorporated in the Terms of Service to appoint SOLV as your lawfully appointed authorized agent/ representative for receiving your Credit Information and provide your consent on the CRA's portal as well on your behalf.

4.2 By authorizing us to receive your Credit Information report, you agree that SOLV and CRAs shall be entitled to rely on your authorization and consent granted by you to SOLV.

4.3 SOLV may analyze and use your Credit Information in order to provide SOLV Services to you. Any derivative outputs so developed independently by SOLV may be shared with Third Party Service Providers to enable them to provide you with the financial services you have applied for on the Website, and you consent to such access by Third Party Service Providers of your Credit Information.

5. How We Use the Information We Collect

We use the User Data in a variety of ways in providing the SOLV Service and operating our business, including the following:

5.1 To operate, maintain, enhance and provide all features of the SOLV Service, to provide services and information that you request, to respond to comments and questions and otherwise to provide support to Users, and to process and deliver entries and rewards in connection with promotions that may be offered from time to time on the Website.

5.2 For training and quality monitoring.

5.3 To access your Credit Information from the CRA on your behalf and create our independent derivative outputs from such Credit Information for the provision of SOLV Services.

5.4 To understand and analyze the usage trends and preferences of our Users, to improve the SOLV Services, and to develop new products, services, features, and/or functionality.

5.5 To contact you for administrative purposes such as customer service or to send communications, including updates on promotions and events, relating to products and services offered by us and by third parties and you hereby consent to receiving such communications by agreeing to these terms.

We may use cookies and Usage Information to: (i) personalize the SOLV Services, such as remembering information about you so that you will not have to re-enter it during your visit or the next time you visit or use the Website ; (ii) provide customized advertisements, content, and information; (iii) monitor and analyze the effectiveness of the SOLV Services and third-party marketing activities; (iv) monitor aggregate site usage metrics such as total number of Users, features used, and pages viewed; and/or (v) track your interactions, submissions, status or other activities on the Platform.

We will not retain User Data you provide for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other applicable law for the time being in force. Upon the de-activation of your Account in accordance with the Terms of Service, we will cease to use and hold any User Data save for the retention of such data for the purpose of satisfying applicable legal obligations.

6. When We Disclose or Transfer your Information

Except as described in this Policy, we will not disclose User Data to third parties without your consent. We may disclose information to third parties within or outside Malaysia (if applicable) in the following circumstances:

- 6.1 For availing services from Users, Third Party Service Providers or Partners - We provide our Third Party Service Providers your User Data to enable them to provide financing services to you via the Platform, and to Partners in order to obtain information from them, as described in this Policy. We may share your User Data with our Partners and/or Third Party Service Providers. We may also provide your User Data to other Users to facilitate your transactions with such Users on the Platform.
- 6.3 When we collaborate with third parties to provide or improve SOLV Services - We may work with other third parties to provide website and application development, hosting, maintenance, and other services for us. These third parties may have access to or process information about you as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information.
- 6.5 As part of a corporate change - User Data maybe disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of any insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.
- 6.6 Business or marketing purposes - We may make certain aggregated, automatically-collected, or otherwise non-personal information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding our Users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the SOLV Service.
- 6.7 For legal reasons - We may disclose User Data if required to do so by applicable law or in the good-faith belief that such action is necessary to comply with applicable laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.
- 6.8 With your consent - There may also be other limited contexts in which we share specific types of User Data with your consent.

7. Your Privacy Choices

You may, of course, decline to share certain information with us, in which case we may not be able to provide to you some of the features and functionality of the Website and/or the Platform. You may update, correct, or delete your Account information and preferences at any time by accessing your Account preferences page on the Website. If you wish to delete, access or amend any User Data that you have shared with us, you may contact us via our contact details detailed below. If you wish to withdraw consent that you have given to this Privacy Policy or to the Terms of Service, you may contact us via our contact details detailed below. Please note that while any changes you make will be reflected in active user databases within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of applicable legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

If you receive commercial emails from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt out from receiving commercial emails from us by sending your request to us by contacting us via our contact details detailed below. We may allow you to view and modify settings relating to the nature and frequency of promotional communications that you receive from us through the Account preferences page on the Website.

Please be aware that if you opt out of receiving commercial emails from us or otherwise modify the nature or frequency of promotional communications you receive from us, it may take up to ten (10) business days for us to process your request, and you may continue receiving promotional communications from us during that period. Additionally, even after you opt out from receiving commercial messages from us, you will continue to receive administrative messages from us regarding the SOLV Services you have applied or opted for.

You may choose to opt out of SMS promotional services as well. To opt out, send an SMS <keyword with number to be defined>. Once you send the request, it may take up to ten (10) business days to process your request. Further, upon a request to opt-out of SMS communication, you will be able to opt out of only promotional messages. You will continue to receive transaction related messages.

8. Data Security

We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of information that we collect and maintain as required by applicable law. We have implemented up to date standard for all processes supporting the development and delivery of SOLV services. Please be aware that no security measures are perfect or impenetrable. We cannot and do not guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

9. Confidentiality of Login ID and Password

You are responsible for maintaining the security of your login ID and password for your Account and must not provide these credentials to any third party. If you believe that they have been stolen or been made known to others, you must contact us immediately at support@solv.com.my. We are not responsible if someone else accesses your Account through the login credentials they have obtained from you or through a violation by you of this Policy or our Terms of Service.

10. Changes and Updates to this Policy

We may amend or update our Policy. Please revisit this page periodically to stay aware of any changes to this Policy, which we may update from time to time. We may provide you notice of material amendments to this Policy, as appropriate, and update the “Last Modified” date at the top of this Policy. Your continued use of the SOLV Services confirms your acceptance of our Policy, as amended. If you do not agree to our Policy, as amended, you must stop using our Services.

11. Contact Us

If you have any concerns or questions in relation to this Policy, you may contact SOLV at compliance@solv.com.my