

PRIVACY POLICY

This Privacy Policy contained herein shall apply to any person (the "User") using the services of Metro Parking Online Payment website (collectively, the "Site" located at (<https://metro-parking.com/v2/my/>)) for making season parking payment through an online payment gateway services ("Services") offered by JLG Metro Sdn Bhd (formally known as Metro Parking (M) Sdn Bhd) in association with several bank ("Acquiring Bank") and Touch and Go Sdn Bhd ("Payment Gateway Service Provider"). JLG Metro are committed to protecting user privacy online in accordance with the Malaysian Personal Data Protection Act 2010 ("PDPA"). Please read the following to learn what information we collect from you (the "User") and how we use that information when you share information with us by creating an Online Payment User Account. If you have any questions about our privacy policy, please email us at mpm.customerservice@jlandgroup.com.my.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING OUR SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL THE TERMS OF THIS PRIVACY POLICY AND OUR SITE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SITE.

1. **Changes**

We reserve the right to modify this privacy policy from time to time, please review it frequently. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice, other places we deem appropriate, for certain services, email notification of privacy policy changes.

2. **Types of Information Collected and Use of Information Collected**

We collect information to provide better services to all of our users. We collect information in two ways: -

Information you give us ("Personally Identifiable Information"). Personally Identifiable Information is information that pertains to a User. When you engage in certain activities on the Website, such as creating an online payment user account and requesting information about our services, we will ask for personal information, like your name, NRIC/Passport Number, date of birth, company name, address, mobile number, office number, house number, vehicle information, email address and other information that will allow us to identify you. Depending on the activity, some of the information we ask you to provide is identified as mandatory and some is identified as voluntary. If you do not provide the mandatory information for a particular activity that requires it, you will not be permitted to engage in that activity.

Information we get from your use of our services ("Non-Personally Identifiable Information"). Non-Personally Identifiable Information is information that does not identify a specific User. We collect information about the services that you use and how you use them, like when you visit our website or you view and interact with our promotion ads, and content. This information includes: -

- **Device Information.** We collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including mobile number). ePetrol may associate your device identifiers or mobile number with your User Account.

- **Other Tracking Devices.** We may use other industry standard technologies like pixel tags and web beacons to track your use of our Website pages and promotions, or we may allow our Third Party Service Providers to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Website, or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, pixel tags and web beacons generate a Non-Personally Identifiable notice of that action. Pixel tags allow us to measure and improve our understanding of visitor traffic and behavior on our Website, as well as give us a way to measure our promotions and performance. We may also utilize pixel tags and web beacons provided by our Affiliates and/or Marketing Partners for the same purposes.
- **Log Information.** When you use our services or view content provided by JLG Metro, we automatically collect and store certain information in server logs. This includes: -
 - Internet Protocol ("IP") address.
 - Device event information such as crashes, system activity, hardware settings, browser type, the date and time of your request and referral Uniform Resource Locator ("URL").
 - Cookies and Web beacons or Pixel tags that may uniquely identify your browser or your User Account.
- **Local Storage.** We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage and application data caches.
- **Cookies and Anonymous Identifiers.** To facilitate and customize your experience with the Site, we store cookies or anonymous identifiers on your computer, mobile phone or other device. A cookie is a small text file that is stored on a User's computer, mobile phone or other device for record-keeping purposes which contains information about that User. We use cookies to save you time while using the Site, remind us who you are, and track and target User interests in order to provide a customized experience. Cookies also allow us to collect Non-Personally Identifiable Information from you, like which pages you visited and what links you clicked on. Use of this information helps us to create a more user-friendly experience for all users. In addition, we may use Third Party Advertising Companies to display advertisements on our Site. As part of their service, they may place separate cookies and anonymous identifiers on your computer, mobile phone or other device. We have no access to or control over these cookies or anonymous identifiers. This Privacy Policy covers the use of cookies by our Website only and does not cover the use of cookies by any Advertiser. Most browsers automatically accept cookies; you may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. Please note that if you disable or decline these cookies, some parts of our Website services may not function properly.

We also use Non-Personally Identifiable Information to troubleshoot, administer the Website, analyze trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized Third Party Service Providers and Advertisers to measure the overall effectiveness of our online advertising, content, and programming.

3. **We may remarket your information.** Remarketing is a way for us to connect with users, based upon your past interactions with our website. Third-party marketing vendors may be

hired by JLG Metro, to perform remarketing services. As a result, third-party vendors, including Google, may show our ads on sites on the internet. Third-party vendors, including Google, use cookies to serve ads based on a user's prior visits to our website. Users may opt out of Google's use of cookies by visiting the Google advertising opt-out page at http://www.google.com/privacy_ads.html. This information is used only for remarketing purposes and will not be used by them for any other purpose.

4. **We may share your information in a Business Transfer.** As with any other business, we could merge with, or be acquired by another company. If this occurs, the successor company would acquire the information we maintain, including Personally Identifiable Information. However, Personally Identifiable Information would remain subject to this Privacy Policy.

5. **We may share your information for our Protection and the Protection of Others.** We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Site; enforce or apply this Privacy Policy, our Terms and Conditions of Season Pass or other agreements; or protect the rights, property or safety of the Site, its Users or others.

6. **Release of Non-Personally Identifiable Information**

We may disclose or share Non-Personally Identifiable Information with Partners, Affiliates and Advertisers. For example, we may share aggregated demographic information (which does not include any Personally Identifiable Information) with "Third Party Advertisers" or "Third Party Advertising Companies" and other parties as provided below:

We use Third Party Advertising Companies to serve ads when you visit our Site. These companies may use Non-Personally Identifiable Information about your visits to this and other websites in order to provide, through the use of network tags, advertisements about goods and services that may be of interest to you.

We also use Third Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our Users to administer our Site and constantly improve its quality. We may also publish this information for promotional purposes or as a representative audience for Advertisers. Please note that this is not Personally Identifiable Information, only general summaries of the activities of our Users. Such data is collected on our behalf and is owned and used by us.

7. **Updating and Correcting Information**

We believe that you should have the ability to access and edit the Personally Identifiable Information you provide us. You may change any of your Personally Identifiable Information by logging into your account and accessing the "User Profile" section of the site or sending us an email at mpm.customerservice@jlandgroup.com.my. Please indicate your account number, account name and email address, and what information you would like to update when you contact us. We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on the Website. In addition, it may be impossible for us to completely delete all of your information because we are periodically backup information.

8. **Security of Information**

We take security seriously and take numerous precautions to protect the security of Personally Identifiable Information. You can access your Personally Identifiable Information on our

Website through a Password and your User Name ("Email"). This password is encrypted. We recommend that you do not share your password with anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected personnel and contractors have access to. We encrypt certain sensitive information using Secure Socket Layer (SSL) technology to ensure that your Personally Identifiable Information is safe as it is transmitted to us. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with companies which do the same, we cannot guarantee the security of any information transmitted to or from the Website, and are not responsible for the actions of any third parties that may receive any such information.

9. **Privacy Policies of Third-Party Websites**

This Privacy Policy only addresses the use and disclosure of information we collect from you on <https://mcsportal.my/login>. Other websites that may be accessible through this Website have their own privacy policies and data collection, use and disclosure practices. If you link to any such website, we urge you to review the website's privacy policy. We are not responsible for the policies or practices of third parties.

10. **Miscellaneous Privacy Issues**

Children. Minors under the age of 18 may not use the Site without their parents' consent. We do not knowingly collect personal information from anyone under the age of 18.

11. **General Terms and Conditions For Online Payment**

11.1 The entries with regard to online payment transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the payment transaction.

11.2 Refund for Charge Back Transaction: In the event there is any claim for / of charge back by the User for any reason whatsoever, such User shall immediately approach JLG Metro with his / her claim details and claim refund from JLG Metro alone. Such refund (if any) shall be affected only by JLG Metro via payment gateway or by means of a demand draft or such other means as Metro Parking deems appropriate. No claims for refund / charge back shall be made by any User to the Payment Gateway Service Provider and in the event such claim is made it shall not be entertained.

11.3 In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking payment transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company ("issuing bank") for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

11.4 Refund for fraudulent / duplicate transaction(s): The User shall directly contact JLG Metro and/or Issuing Bank for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual / party and such issues shall be appropriately addressed by JLG Metro or Issuing Bank in line with their policies and rules.

11.5 Server Slow Down / Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related

issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his / her Bank Account has been debited or not and accordingly to one of the following options:

- (a) In case the Bank Account appears to be debited, ensure that he / she does not make the payment twice and immediately thereafter contact Metro Parking via e-mail or any other mode of contact as provided by Metro Parking to confirm payment.
- (b) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent / duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider in this regard shall be entertained by the Payment Gateway Service Provider.

12. **Limitation of Liability**

- 12.1 JLG Metro has made this Service available to the User as a matter of convenience. JLG Metro expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he / she shall be solely responsible for his / her conduct and that JLG Metro reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- 12.2 JLG Metro and/or the Payment Gateway Service Provider shall not be liable for any inaccuracy, error or delay in, or omission of (i) any data, information or message, or (ii) the transmission or delivery of any such data, information or message; or (iii) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the JLG Metro and/or the Payment Gateway Service Provider, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including disciplinary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
- 12.3 JLG Metro and the Payment Gateway Service Provider assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
 - (b) any interruption or errors in the operation of the Payment Gateway.
- 12.4 The User shall indemnify and hold harmless the Payment Gateway Service Provider and JLG Metro and their respective officers, directors, agents, and employees, from

any claim or demand, or actions arising out of or in connection with the utilization of the Services.

- 12.5 The User agrees that JLG Metro or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond JLG Metro's reasonable control.

13. Miscellaneous Conditions:

- 13.1 Any waiver of any rights available to JLG Metro under these Terms and Conditions shall not mean that those rights are automatically waived.
- 13.2 The User agrees, understands and confirms that his / her personal data including without limitation details relating to debit card / credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/or fraud and that JLG Metro or the Payment Gateway Service Provider have no control over such matters.
- 13.3 Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, JLG Metro does not represent or guarantee that the use of the Services provided by / through it will not result in theft and/or unauthorized use of data over the Internet.
- 13.4 JLG Metro, the Payment Gateway Service Provider and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
- 13.5 The User may be required to create his / her own Email and Password in order to register and/or use the Services provided by JLG Metro on the Website. By accepting these Terms and Conditions the User agrees that his / her Email and Password are very important pieces of information, and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
- (a) Choose a new password, whenever required for security reasons.
 - (b) Keep his / her Email & Password strictly confidential.
 - (c) Be responsible for any transactions made by User under such Email and Password.

The User is hereby informed that JLG Metro will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his / her JLG Metro account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

14. **Credit / Debit Card, Bank Account Details**

- 14.1 The User agrees that the credit / credit card details provided by him / her for use of the aforesaid Services must be correct and accurate and that the User shall not use a credit / debit card, that is not lawfully owned by him / her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid credit / debit card details.
- 14.2 The User may pay his / her season parking and convenience fees to JLG Metro by using a credit / debit card or through an online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his / her card / bank details:
- (a) The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - (b) The User is responsible to ensure that the card / bank account details provided by him / her are accurate;
 - (c) The User is authorizing debit of the nominated card / bank account for the payment of season parking and convenience fees selected by such User along with the applicable Fees.
 - (d) The User is responsible to ensure sufficient credit is available on the nominated card / bank account at the time of making the payment to permit the payment of the dues payable or the payment account(s) selected by the User inclusive of the applicable Fee.

15. **Payment Gateway Disclaimer**

The Services is provided in order to facilitate access to view and pay season parking and convenience fees online. JLG Metro or the Payment Gateway Service Provider do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting / agreeing to these Terms and Conditions, the User expressly agrees that his / her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.