

SELANGKAH ADMINISTRATOR PLATFORM
TERMS OF USE

These Terms of Use (“**Terms**”) govern your use of this Selangkah Administrator Platform (“**Platform**”) which is owned by **Selangkah Ventures Sdn Bhd** (Company No: 1379166-D an affiliate and subsidiary of Selgate Healthcare Sdn Bhd, a company under Selangor State Development Corporation (PKNS), (hereinafter “**Selangkah**”, “**we**”, “**us**”, or “**our**”). Please read these Terms carefully as any non-compliance may result in civil or criminal liability. In the course of your use of this Platform, you will also be bound by the Terms of Use and Privacy Statement of Selangkah App (wherever applicable) and unless otherwise specifically stated herein, all capitalized terms shall have the same meaning as the terms in Selangkah App’s Terms of Use and Privacy Statement.

1. By accessing and using any part of the Platform, you agree to be bound by these Terms. You may access and use the Platform in the manner permitted under these Terms. If you do not agree to these Terms, please do not use the Platform.
2. This Platform is provided by Selangkah in order to provide third party service provider and/or administrator access to products and services offered by State Government of Selangor and other services which may be related to Selangkah App and/or any Selangkah Features and for the purposes stated in the Selangkah App’s Terms of Use and Privacy Policy and/or as agreed between you and Selangkah (“**Purpose**”).
3. Before you use this Platform, please check that you are using the Platform operated and/or published by us. If you use the Platform or any other platform that are not from a legitimate source or not operated or published by us, we will not be responsible for anything that results from such use.
4. These Terms only govern the relationship between you and Selangkah. Additional or separate terms may apply to your use of other components of Selangkah App or Selangkah Features, websites, portals or services. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will govern. The dealings between you and any other third party are not governed by these Terms.

ACCESS AND USE OF THE PLATFORM

5. By accessing this Platform, you warrant, represent, and undertake:
 - (a) that you are an authorized personnel who has been assigned a unique user ID and password issued by Selangkah for the use of the Platform, and shall not allow any unauthorized personnel or third party to access the Platform using your assigned unique user ID and password;
 - (b) that your access to the Platform, process and use of the personal data as defined by the Personal Data Protection Act 2010 (“**PDPA**”) and other sensitive information in the Platform (collectively, “**Personal Data**”) is strictly for the Purpose;
 - (c) that you shall only process and use any Personal Data in such manner and to such extent as necessary for performance of your engagement with Selangkah and in accordance with the instructions of Selangkah;
 - (d) that you shall not howsoever, directly, or indirectly, use this Platform for any other commercial or non-commercial purpose, or for the benefit of any third party, except with prior written authorisation from Selangkah;
 - (e) that you shall not use this Platform for any illegal activity, unlawful purpose or other purposes prohibited by these Terms or in breach of these Terms;

- (f) any breach of these Terms by you, or any of your users, including but not limited to your health practitioners, health practitioner assistants or staff members will be deemed to constitute a breach by you of your obligations under these Terms and you agree to indemnify us for all losses incurred from any breach of these Terms your health practitioners, health practitioner assistants or staff members;
 - (g) Selangkah shall not be responsible for your use of, reliance on, publication, communication, distribution, printing, uploading, or downloading of any information (including any Personal Data) on or from the Platform; and
 - (h) that you agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the use of the Platform, including any amendments to the foregoing and this Terms which may be issued by the Selangkah from time to time, as well as any applicable laws and regulations.
6. You agree that you will not, directly, or indirectly –
- (a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of the Platform;
 - (b) use the Platform for any commercial purpose or for the benefit of any third party (save where authorised by us), including renting, selling, leasing or directly or indirectly charging others for use of the Platform;
 - (c) reproduce or make any copies of the Platform, including any software therein;
 - (d) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of the Platform;
 - (e) access, log into or use any account that is not yours, or which you are not validly authorised to access, log into or use;
 - (f) misrepresent or make false or misleading claims regarding Selangkah and the Platform;
 - (g) use the Platform for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;
 - (h) use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of the Platform or to intercept or expropriate any content or personal data from Selangkah App or Selangkah Features, including this Platform;
 - (i) use the Platform in any manner that could damage, disrupt, disable, overburden, or impair the operation of the Platform;
 - (j) while using the Platform, upload, post or transmit any content of any type that-
 - i. is contrary to any law, statute or subsidiary legislation;
 - ii. is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
 - iii. infringes or violates the rights of any person;
 - (k) use the Platform to access data not intended for you; and
 - (l) solicit any password or Personal Data from any person or entity for the purpose of using the Platform.
7. Unless otherwise authorised by us, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to use the Platform for the Purpose stated under these Terms only.
8. You agree that –
- (a) You will be liable and responsible for any activity conducted through, or purported to be conducted through, your account.
 - (b) You will be responsible for any information, data, instruction or communication, whether or not authorised by you, referable to your login credentials to the Platform and we may act

upon, rely on, and hold you responsible for and liable, as if the same were carried out, transmitted or issued by you.

9. If you use this Platform on behalf of an organisation, you represent and warrant that you have been authorized: -
 - (a) to use the Platform on behalf of the organisation; and
 - (b) to bind the organisation to these Terms.

PRIVACY STATEMENT

10. During your use of the Platform, we may be required to collect, store, use, disclose or process personal data provided by you. In this regard, we will collect, use, store, disclose or process such personal data in accordance with the privacy statement of the Platform (the "**Privacy Statement**").
11. Please refer to our Privacy Statement for more details. By using the Platform, you acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time. The Privacy Statement forms part of these Terms.
12. For the avoidance of doubt, the personal data provided by you, may be collected, used, disclosed and/or processed for the Purposes set out in this Terms and Privacy Statement, including any purpose that may be notified by us to you from time to time.

DISCLAIMERS AGAINST WARRANTY, REPRESENTATION AND LIABILITY

13. The Platform is provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of the Platform may rely on technologies outside our control. To the extent permitted by law, Selangkah does not make any representation or warranty of any kind whatsoever in relation to the Platform and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of the Platform.
14. Selangkah shall not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any lost or damaged data, or damage to your device, software, or any other property, whether arising directly or indirectly in connection with any of the following –
 - (a) your use of the Platform;
 - (b) any loss or unavailability of use of the Platform, howsoever caused;
 - (c) any breakdown or malfunction of any equipment system or software used in connection with the Platform, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;
 - (d) any inaccuracy or incompleteness in, or error or omission in the transmission of personal data or any other content made available or accessible via the Platform;
 - (e) any decision made or action taken by you or any third party in reliance upon the Platform or any personal data or any other content made available or accessible via the Platform; and/or
 - (f) any virus or other malicious, destructive, or corrupting code, programme or macro in the Platform.

15. You agree to fully indemnify, defend and hold harmless Selangkah and keep Selangkah fully indemnified from and against all actions, losses, costs, claims, damages and expenses and any liabilities of any nature that may be incurred or suffered by the Selangkah as a result of breach of your above undertakings, including reasonable legal fees and any consequential, indirect or special damages.
16. You acknowledge that your use of this Platform contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability, and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree that you will not hold us liable in any way whatsoever for the said loss or damage. You agree that you use of this Platform or related service made available to you at your own discretion and risk and that you will be responsible for any loss or damage suffered by you and to your device, or loss, damage to or corruption of data that results from the use of this Platform or related service.
17. You will not rely on the Platform to claim or assert any form of legitimate expectation against us whether or not arising out of or in connection with the administration, our roles and function as a public authority.
18. Without prejudice to the foregoing, no action may be brought by you against the Selangkah under these Terms or related to Selangkah.

RESERVATION OF RIGHTS

19. We reserve the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified, or supplemented Terms on or through the Platform, or through such other means as we may deem appropriate. Your continued use of the Platform following the posting of any change, modification or supplement will constitute your acceptance of such change, modification, or supplement. If you do not agree to any change, modification, or supplement to these Terms, please do not use the Platform.
20. We reserve the right to –
 - (a) update, enhance, upgrade, reduce, or otherwise modify or vary the Platform, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to the Platform;
 - (b) suspend the use of the Platform, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
 - (c) deny or restrict use of the Platform to you without ascribing any reasons and without liability to you whatsoever;
 - (d) discontinue or terminate Platform, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and/or
 - (e) if your use of the Platform is in breach of these Terms, we may immediately disable your use of the Platform without notice and to take all such action (legal or otherwise) as we consider appropriate, desirable, or necessary.
21. We retain the discretion in determining whether or not to provide maintenance and support services for the Platform, and if so, the type and nature of such maintenance and support services.

INTELLECTUAL PROPERTY

22. You acknowledge that we own all titles, rights and interest, including intellectual property rights, in and to the Platform, including any software therein. You will not do or permit any act which is directly or indirectly likely to limit our titles, rights, or interest in and to the same. You will not use the Platform in any way and will not reproduce any trademark, logo, trade name and similar mark that is associated with the Platform, without our prior written consent.
23. We do not represent or warrant that the use of the Platform by you will not constitute an infringement or misuse of any third party right, including intellectual property rights.
24. No part of the Platform may be reproduced or reused without our prior written permission.

GOVERNING LAW AND DISPUTE RESOLUTION

25. These Terms and the use of this Platform will be governed and construed in accordance with the laws of Malaysia.
26. Any dispute arising out of or in connection with these Terms or the use of this Platform, including any question regarding the existence, validity or termination of these Terms, will be referred to and finally resolved in the courts of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia.
27. We may, at our discretion, refer any dispute to arbitration administered by the Asian International Arbitration Centre ("**AIAC**") in Malaysia in accordance with the AIAC Arbitration Rules ("**AIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further –
 - (a) the seat of the arbitration will be Malaysia;
 - (b) the tribunal will consist of one (1) arbitrator to be agreed upon in accordance with the AIAC Rules, except that if no agreement is reached within thirty (30) calendar days after receipt by one party of such a proposal from the other, the arbitrator will be appointed by the Chairman of the AIAC;
 - (c) the language of the arbitration will be English; and
 - (d) all information, pleadings, documents, evidence and all matters relating to the arbitration will be confidential.
28. Where we are a defendant or respondent, we will have at least thirty (30) calendar days before the commencement of any legal action against us to elect to exercise the right under Clause 31 to have the dispute submitted to arbitration. This right to elect will not limit our right to a limitation defence and the period to exercise the right will not be abridged by reason of any accrual of a limitation defence in our favour during the said period.
29. Notwithstanding the aforementioned, you acknowledge that Selangkah expressly reserves all its rights, whether at law and/or otherwise.

MISCELLANEOUS

30. If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

31. No delay by us in enforcing any provision of these Terms will be construed to be a waiver of any of our rights under that provision.
32. You may not assign or sub-contract these Terms without our prior written consent. We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of this Platform or these Terms, without notifying you and without further reference to you. Your acceptance of these Terms will also constitute your consent to such assignment, novation, transfer or sub-contract.

SELANGKAH ADMINISTRATOR PLATFORM
PRIVACY STATEMENT

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1. This Privacy Statement must be read in conjunction with the Selangkah Administrator Platform Terms of Use (the “**Terms**”) and will govern the use, access, collection and disclosure of Personal Data by third party service provider and/or administrator on the Platform. Unless otherwise stated, all other capitalized terms contained in this Privacy Statement shall have the meaning given to it in the Terms.
2. In the event of inconsistency or ambiguity between the terms stated in this English version and the Bahasa Malaysia version, this English version shall prevail.

ACCESS AND USE OF PERSONAL DATA ON THE PLATFORM

3. By accessing the Platform, you also irrevocably and unconditionally confirm and undertake the following:
 - (a) that you shall take all steps necessary to prevent unauthorized access, use, modification, disposal, dissemination, or publication of Personal Data by:
 - i. keeping Personal Data strictly confidential during and after Purpose is no longer valid; and
 - ii. protecting Personal Data with such administrative, technical, cybersecurity, physical and organizational measures to secure and protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular where the processing or use involves transmission of data over a network and against all other forms of unlawful processing.
 - (b) that the access granted to the Platform and the processing and use of the Personal Data shall only be to the extent as strictly necessary for carrying out the Purposes only;
 - (c) that the Personal Data shall not be shared, transferred and/or disclosed to any other entity, government department, agency, body or authority, and/or any other third party without prior written consent from Selangkah;
 - (d) that upon written notice from Selangkah, to return, delete and/or purge any and all Personal Data and copies of Personal Data in your possession immediately;
 - (e) to notify Selangkah in writing immediately upon becoming aware of any suspected or confirmed;
 - i. unauthorized access or disclosure or compromise of Personal Data; and
 - ii. breach in the information security, procedures and systems designed to protect the security of Personal Data, including any penetration of your systems, hacking, computer worms, viruses or any other malware that will cause security vulnerabilities.
4. Due to the sensitive nature of the Personal Data within and/or derived from the Platform, you acknowledge and agree that we reserve the right and have the sole discretion to terminate and

suspend your access to the Platform at any time and for any reason without assigning any reason or giving any notice whatsoever.

5. You hereby agree to be bound by any privacy law, regulation or rule as maybe imposed by any legal, regulatory, governmental, or statutory body, including but not limited to the PDPA.
6. Your compliance with this clause shall not be construed in any way as a waiver of our right to recover damages or obtain other relief against you for wilful act, omission, or negligence resulting in harm, loss, or damage to us.
7. By accessing the Platform, you hereby agree that where any of the Personal Data which is:
 - (a) Extended by one party ("**Disclosing Party**") to another party ("**Receiving Party**") and/or collected by the Receiving Party and/or processed by the Receiving Party, the Receiving Party agrees not to conduct itself and to procure that its subcontractors, employees, and/or agents, do not conduct themselves, in such a manner as to cause the Disclosing Party to be in breach of its obligations as a data user as stated in the PDPA;
 - (b) Extended to Selangkah by you and/or collected and/or processed by us for or on your behalf, you warrant that you are in possession of all necessary consents and shall continue to maintain such consents as may be required for the processing and transfer of Personal Data; and
 - (c) Extended by Selangkah to you, you; (i) shall not disclose any Personal Data to any third party in any circumstances other than with the written consent from us. Where such consent is given by us, you shall take all reasonable steps to ensure that its third-party contractors or agents comply with this Terms and shall allow us reasonable access to such information by way of audit or otherwise is necessary to ensure that they are complying with this Privacy Statement and PDPA as a whole; (ii) you shall permit us and/or our representative to inspect and audit your data processing activities and comply with all reasonable requests or directions from us to enable us to verify and/or procure that you are in full compliance with your obligation under this Privacy Statement; and (iii) you shall provide us with full cooperation and assistance as reasonably requested by us, in relation to any complaint or request made by any third party, including by, providing us with any information reasonably requested by us, providing us with full details of the complaint or request, responding to us within the reasonable timeframe required by us to ensure compliance with any data request as per guidelines set out in the PDPA.
8. In the course of your use of the Platform, we may collect and/or process Personal Data provided to us by you, and under these circumstances you shall, prior to disclosing such Personal Data to us, must notify the individuals or patients that you will be providing their Personal Data to us and of the Purposes of the disclosure of their Personal Data. You must also obtain consent from the individuals or patients of whose Personal Data are being disclosed, permitting you to disclose the Personal Data to us and for us to collect, use, disclose and process such Personal Data, for the Purposes.
9. You represent and warrant that:
 - (a) The Personal Data you will be providing us or have provided us in the course of using the Platform is complete, accurate, true, and correct; and
 - (b) You have the valid authority and consent from these individuals to provide their Personal Data to us to collect, use, disclose and process for the Purposes.
10. You further warrant and undertake that you have sufficient technical and organizational security measures in place for the purpose of protecting the Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction having regard to: (i) the nature of Personal Data and the harm that would result from such loss, misuse, modification, unauthorized access or disclosure, alteration or destruction; (ii) the place or location where the Personal Data is stored; (iii) any security measures incorporated into equipment storing

the Personal Data; and (iv) the measures taken to ensure reliability, integrity and competence of the authorized personnel and/or appointed agent having access to the Personal Data.

11. You undertake not to cause or permit the Personal Data obtained from the access and/or use of the Platform to be transferred outside of Malaysia.

CONTROL

12. Any breach of this Privacy Statement shall entitle the data user to be prosecuted under Section 203A of the Penal Code which provides that any person who discloses any information which has been obtained by him in the performance of his duties under any written law shall be punished with a fine of not more than RM 1,000,000.00 or with imprisonment for a term which may extend to one year, or with both.

SECURITY: HOW WE PROTECT YOUR PERSONAL DATA

13. We handle all personal or sensitive user data securely, including transmitting it using modern cryptography (HTTPS). Selangkah uses a secure web browser, and our database is encrypted. Amongst other security implementations, we have taken the relevant appropriate technical and organizational measures to protect and secure the personal information provided to us on the Platform.
14. **Disclaimer:** No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we use reasonable efforts to protect the Personal Data, we cannot guarantee its absolute security.

STORAGE

15. The Personal Data on the Platform, either extended to Selangkah by you and extended to you by Selangkah, may be stored in servers, systems or devices owned, operated or managed by us or a relevant third-party service provider engaged by us, to facilitate your use of the Platform.
16. To the extent permitted by applicable law, we typically retain Personal Data we obtain for as long as it is needed:
 - a) For the Purposes for which we obtained it and in accordance with the terms of this Privacy Statement, which generally means that we will keep the Personal Data for the duration of our relationship in the provision of products and services on Selangkah App and this Platform;
 - b) To take into account applicable statute of limitation periods and comply with applicable laws; and
 - c) For legitimate business purposes to the extent permitted by applicable law.

ACCESS AND CORRECTIONS

17. You may request to access, amend, or correct the information submitted or extended to us by emailing enquiry@selangkah.my with the title heading "PERSONAL DATA ACCESS AND CORRECTIONS".
18. Once we have received your request and email, we shall take necessary actions to amend or correct the information extended to us by you from our centralized server accordingly.

CHANGES TO THIS PRIVACY STATEMENT

19. We may review and update this Privacy Statement from time to time to reflect changes and modification in Selangkah App and the Platform, the law, and the community's changing privacy expectations. Your continued use of this Platform following the posting of any changes or modification will constitute your acceptance of such change or modification.
20. You are advised to check this Privacy Statement occasionally to ensure that you are aware of the most recent version which applies each time you access. You may also contact Selangkah at enquiry@selangkah.my to obtain the latest version of this Privacy Statement at any time.

PLATFORM PENTADBIR SELANGKAH **KENYATAAN PRIVASI**

Platform ini dimiliki oleh Selangkah Ventures Sdn Bhd (No. Syarikat 1379166-D) sekutu dan anak syarikat Selgate Healthcare Sdn Bhd, sebuah syarikat di bawah Perbadanan Kemajuan Negeri Selangor (PKNS), (selepas ini dirujuk sebagai, "**kita**" atau "**kami**"), dan Kenyataan Privasi ini akan mengawal pengumpulan, penggunaan, dan pendedahan dan pemprosesan data peribadi dalam Platform ini. Kenyataan Privasi ini juga menerangkan langkah-langkah yang kami ambil untuk melindungi data peribadi dan bagaimana anda boleh menghubungi kami jika anda mempunyai sebarang pertanyaan tentang amalan privasi kami yang selaras dengan Akta Perlindungan Data Peribadi 2010 ("**PDPA**").

1. Kenyataan Privasi ini mesti dibaca bersama dengan Syarat Penggunaan Portal Pentadbir Selangkah ("**Syarat**"). Kecuali dinyatakan sebaliknya, semua istilah kapitalisasi yang terkandung dalam Kenyataan Privasi ini mempunyai maksud yang dinyatakan dalam Syarat tersebut.
2. Sekiranya terdapat sebarang ketidakselarasan atau kesamaran antara terma yang terkandung di dalam versi Bahasa Inggeris dan versi Bahasa Malaysia, versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.

AKSES DAN PENGGUNAAN DATA PERIBADI DI DALAM PLATFORM

3. Dengan mengakses Platform, anda juga mengesahkan dan melaksanakan perkara berikut tanpa syarat:
 - (a) Bahawa anda hendaklah mengambil semua langkah yang perlu untuk menghalang akses tanpa izin, penggunaan, pengubahsuaian, pelupusan, penyebaran atau penerbitan data peribadi tanpa kebenaran dengan:
 - i. Merahsiakan data peribadi semasa dan selepas Tujuan tidak lagi sah; dan
 - ii. Melindungi data peribadi dengan langkah-langkah pentadbiran, teknikal, keselamatan siber, fizikal dan organisasi dan melindungi data peribadi daripada pemusnahan secara tidak sengaja atau menyalahi undang-undang atau kehilangan, pengubahan, pendedahan tanpa kebenaran atau akses, khususnya apabila pemprosesan atau penggunaan melibatkan penghantaran data melalui rangkaian dan terhadap semua bentuk pemprosesan lain yang menyalahi undang-undang.
 - (b) Bahawa akses yang diberikan dalam Platform dan pemprosesan dan penggunaan Data Peribadi hendaklah hanya setakat yang diperlukan untuk melaksanakan Tujuan sahaja;
 - (c) Bahawa Data Peribadi tidak boleh dikongsi, dipindahkan dan/atau didedahkan kepada mana-mana entiti lain, jabatan kerajaan, agensi, pihak berkuasa, dan/atau mana-mana pihak ketiga lain tanpa kebenaran bertulis daripada Selangkah terlebih dahulu;
 - (d) Bahawa selepas notis bertulis dikeluarkan oleh Selangkah, anda hendaklah memulangkan, memadam dan/atau membersihkan mana-mana dan semua Data Peribadi dan salinan Data Peribadi dalam simpanan anda serta-merta;
 - (e) Untuk memaklumkan kepada Selangkah secara bertulis dengan serta-merta setelah mengetahui tentang perkara yang disyaki atau disahkan seperti berikut:
 - i. Akses tanpa kebenaran atau pendedahan atau kompromi ke atas Data Peribadi; dan
 - ii. Pelanggaran keselamatan maklumat, prosedur dan sistem yang direka untuk melindungi keselamatan Data Peribadi termasuk sebarang penembusan sistem anda, penggodaman, cecacing komputer, virus atau sebarang perisian berniat jahat yang akan menyebabkan kelemahan keselamatan.
4. Disebabkan sifat sensitif Data Peribadi dalam Platform dan/atau diperoleh daripada Platform, anda mengakui dan bersetuju bahawa kami berhak dan mempunyai budi bicara mutlak untuk

menamatkan dan menggantung akses anda kepada Platform pada bila-bila masa dan atas sebarang sebab tanpa memberikan sebarang sebab atau notis kepada anda.

5. Anda dengan ini bersetuju untuk terikat dengan mana-mana undang-undang privasi, atau peraturan yang mungkin dikenakan oleh mana-mana badan undang-undang, badan kawal selia, kerajaan atau berkanun, termasuk tetapi tidak terhad kepada PDPA.
6. Pematuhan anda terhadap klausa ini tidak boleh ditafsirkan dalam apa-apa cara sebagai penepian hak kami untuk mendapatkan semula ganti rugi atau mendapatkan bantuan lain terhadap anda untuk tindakan sengaja, sebarang peninggalan, atau kecuai yang mengakibatkan kemudaratan, kerugian atau kerosakan kepada kami.
7. Dengan mengakses Platform ini, anda dengan ini bersetuju bahawa mana-mana Data Peribadi yang:
 - (a) Diberikan oleh satu pihak ("**Pihak yang Mendedahkan**") kepada pihak lain ("**Pihak yang Menerima**") dan/atau dikumpulkan oleh Pihak yang Menerima dan/atau diproses oleh Pihak yang Menerima, Pihak yang Menerima bersetuju untuk tidak berkelakuan dan bersetuju bahawa subkontraktor, pekerja dan/atau ejennya untuk tidak berkelakuan dengan cara yang menyebabkan Pihak yang Mendedahkan melanggar kewajibannya sebagai pengguna data seperti yang dinyatakan dalam PDPA;
 - (b) Diberikan kepada Selangkah dan/atau dikumpulkan dan/atau diproses oleh pihak kami untuk anda, anda menjamin bahawa anda memiliki semua persetujuan dan kerelaan yang diperlukan dan akan terus mengekalkan persetujuan dan kerelaan yang mungkin diperlukan untuk pemprosesan dan pemindahan Data Peribadi; dan
 - (c) Diberikan oleh Selangkah kepada anda, anda; (i) tidak akan mendedahkan sebarang Data Peribadi kepada mana-mana pihak ketiga dalam apa jua keadaan selain dengan kebenaran bertulis daripada kami. Jika persetujuan sedemikian diberikan oleh kami, anda hendaklah mengambil semua langkah munasabah untuk memastikan bahawa kontraktor atau ejen pihak ketiganya mematuhi Kenyataan Privasi ini dan akan membenarkan akses yang munasabah kepada maklumat tersebut melalui audit untuk memastikan bahawa mereka mematuhi Kenyataan Privasi ini dan PDPA; (ii) anda hendaklah membenarkan kami dan/atau wakil kami untuk memeriksa dan mengaudit aktiviti pemprosesan data anda dan mematuhi semua permintaan atau arahan yang munasabah daripada kami untuk membolehkan kami mengesahkan dan/atau memastikan bahawa anda mematuhi sepenuhnya kewajipan anda di bawah Kenyataan Privasi ini; dan (iii) anda hendaklah memberikan kami kerjasama dan bantuan penuh seperti yang diminta oleh kami secara munasabah, berhubung dengan sebarang aduan atau permintaan yang dibuat oleh mana-mana pihak ketiga, termasuk dengan memberikan kami apa-apa maklumat yang diminta secara munasabah oleh kami, memberikan kami butiran penuh aduan atau permintaan, membalas kepada kami dalam tempoh masa yang munasabah yang diperlukan oleh kami untuk memastikan pematuhan terhadap sebarang permintaan data seperti garis panduan yang ditetapkan dalam PDPA.
8. Semasa penggunaan Platform oleh anda, kami mungkin mengumpul dan/atau memproses Data Peribadi yang anda berikan kepada kami dan dalam keadaan ini anda hendaklah, sebelum mendedahkan Data Peribadi tersebut kepada kami, mesti memaklumkan hal ini kepada individu atau pesakit bahawa anda akan memberikan data peribadi mereka kepada kami dan tentang Tujuan pendedahan data peribadi mereka. Anda juga mesti mendapatkan persetujuan dan kerelaan daripada individu atau pesakit yang Data Peribadinya didedahkan, membenarkan anda mendedahkan Data Peribadi tersebut kepada kami dan untuk kami mengumpul, menggunakan, mendedahkan dan memproses Data Peribadi tersebut bagi Tujuan yang telah dinyatakan.
9. Anda mewakili dan memberi jaminan bahawa -
 - i. Data Peribadi yang akan anda berikan kepada kami atau telah diberikan kepada kami adalah, lengkap, tepat, benar dan betul; dan

- ii. anda mempunyai kuasa dan persetujuan yang sah dari individu-individu ini untuk bertindak bagi pihak mereka dan memberikan data peribadi mereka kepada kami untuk mengumpulkan, menggunakan, mendedahkan dan memproses untuk Tujuan yang telah dinyatakan.
10. Selanjutnya, anda turut menjamin dan mengaku janji bahawa anda mempunyai langkah keselamatan teknikal dan organisasi yang mencukupi untuk tujuan melindungi Data Peribadi daripada sebarang kehilangan, penyalahgunaan, pengubahsuaian, akses atau pendedahan tanpa kebenaran atau tidak sengaja, pengubahan atau pemusnahan dengan mengambil kira: (i) sifat Data Peribadi dan kemudahan yang akan terhasil daripada kehilangan, penyalahgunaan, pengubahsuaian, akses atau pendedahan yang tidak dibenarkan, pengubahan atau pemusnahan; (ii) tempat atau lokasi di mana Data Peribadi disimpan; (iii) sebarang langkah keselamatan yang dimasukkan ke dalam peralatan yang menyimpan Data Peribadi; dan (iv) langkah-langkah yang diambil untuk memastikan kebolehpercayaan, integriti dan kecekapan kakitangan yang diberi kuasa dan/atau ejen dilantik yang mempunyai akses kepada Data Peribadi.
 11. Anda berjanji untuk tidak menyebabkan atau membenarkan Data Peribadi yang diperoleh daripada akses dan/atau penggunaan Platform dipindahkan ke luar Malaysia.

KAWALAN

12. Sebarang pelanggaran Kenyataan Privasi akan melayakkan pengguna data untuk didakwa di bawah Seksyen 203A Kanun Keseksaan memperuntukkan bahawa sesiapa yang mendedahkan sebarang maklumat yang telah diperolehnya dalam melaksanakan tugasnya di bawah mana-mana undang bertulis boleh dihukum denda tidak lebih daripada RM 1,000,000.00 atau penjara selama tempoh yang boleh dilanjutkan satu tahun, atau kedua-duanya.

KESELAMATAN: BAGAIMANA KAMI MELINDUNGI DATA PERIBADI ANDA

13. Kami mengendalikan semua data peribadi dan data peribadi sensitif pengguna secara selamat, termasuklah menghantarnya dengan menggunakan kriptografi moden (HTTPS). Selangkah menggunakan laman web yang selamat dan pangkalan data kami disulitkan. Antara pelaksanaan keselamatan yang lain, kami memberi jaminan kepada anda bahawa kami telah mengambil langkah yang teknikal dan organisasi yang sesuai untuk melindungi dan menjamin maklumat peribadi yang disediakan kepada kami dalam Selangkah dan Ciri-ciri Selangkah.
14. **Penafian:** Tiada kaedah penghantaran melalui Internet, atau kaedah penyimpanan elektronik yang 100% selamat. Oleh itu, walaupun kami menggunakan usaha yang wajar untuk melindungi data peribadi anda, kami tidak dapat menjamin keselamatan mutlaknya.

PENYIMPANAN

18. Data Peribadi dalam Platform, yang diberikan kepada Selangkah dan diberikan oleh Selangkah kepada anda, mungkin disimpan di dalam server, sistem atau peranti yang dimiliki, dikendalikan atau diuruskan oleh kami, Pihak Ketiga yang relevan atau penyedia perkhidmatan pihak ketiga yang dilantik oleh kami, untuk mempermudah penggunaan Platform.
19. Sejauhmana yang dibenarkan oleh undang-undang, kami biasanya menyimpan data peribadi yang kami perolehi mengenai anda selama yang diperlukan:
 - a) Untuk tujuan yang kami dapatkannya dan sesuai dengan syarat-syarat Kenyataan Privasi ini, yang secara amnya bermaksud bahawa kami akan menyimpan data peribadi anda selama

hubungan kami dalam menyediakan produk dan perkhidmatan dalam Selangkah App dan Platform ini;

- b) Untuk mempertimbangkan tempoh undang-undang batasan dan mematuhi undang-undang yang terpakai; dan
- c) Untuk tujuan perniagaan yang sah setakat yang dibenarkan oleh undang-undang yang terpakai.

AKSES DAN PEMBETULAN

- 20. Anda boleh meminta untuk mengakses, meminda, atau memperbetulkan maklumat yang diserahkan kepada kami melalui e-mel enquiry@selangkah.my dengan tajuk "AKSES DAN PEMBETULAN DATA PERIBADI".
- 21. Setelah kami menerima e-mel anda, kami akan mengambil tindakan yang diperlukan untuk meminda atau memperbetulkan maklumat yang diberikan kepada kami dari pusat pelayan kami dengan sewajarnya.

PERUBAHAN KEPADA KENYATAAN PRIVASI INI

- 22. Kami mungkin akan menyemak dan mengemas kini Kenyataan Privasi ini dari semasa ke semasa untuk mencerminkan perubahan dan pengubahsuaian dalam Selangkah App dan Platform ini, undang - undang, dan jangkaan privasi masyarakat yang berubah-ubah. Penggunaan Platform ini yang berterusan oleh anda berikutan pengumuman perubahan atau pengubahsuaian akan dianggap sebagai penerimaan dari pihak anda terhadap perubahan atau pengubahsuaian tersebut.
- 23. Anda dinasihatkan untuk memeriksa Kenyataan Privasi ini dari semasa ke semasa untuk memastikan bahawa anda mengetahui tentang versi terbaru setiap kali anda mengakses. Anda juga boleh menghubungi Selangkah di enquiry@selangkah.my untuk mendapatkan versi terbaru Kenyataan Privasi ini pada bila-bila masa.