

# Privacy Policy & Data Protection

## 1. INTRODUCTION

1.1 Welcome to the Bebee Sdn Bhd and its affiliates (individually and collectively, "Bebee", "we", "us" or "our"). Bebee takes its responsibilities under applicable privacy laws and regulations ("Privacy Laws") seriously and is committed to respecting the privacy rights and concerns of all Users of our Bebee website and mobile application (the "Platform") (we refer to the Platform and the services we provide as described on our Platform collectively as the "Services"). Users refers to a user who registers for an account with us for use of the Services, including both buyers and sellers (individually and collectively, "Users", "you" or "your"). We recognize the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data. This Privacy Policy ("Privacy Policy" or "Policy") is designed to assist you in understanding how we collect, use, disclose and/or process the personal data you have provided to us and/or we possess about you, whether now or in the future, as well as to assist you in making an informed decision before providing us with any of your personal data.

1.2 "Personal Data" or "personal data" means data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access. Common examples of personal data could include name, identification number and contact information.

1.3 By using the Services, registering for an account with us, visiting our Platform, or accessing the Services, you acknowledge and agree that you accept the practices, requirements, and/or policies outlined in this Privacy Policy, and you hereby consent to us collecting, using, disclosing and/or processing your personal data as described herein. IF YOU DO NOT CONSENT TO THE PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED IN THIS PRIVACY POLICY, PLEASE DO NOT USE OUR SERVICES OR ACCESS OUR PLATFORM. If we change our Privacy Policy, we will notify you including by posting those changes or the amended Privacy Policy on our Platform. We reserve the right to amend this Privacy Policy at any time. To the fullest extent permissible under applicable law, your continued use of the Services or Platform, including placing of any orders, shall constitute your acknowledgment and acceptance of the changes made to this Privacy Policy.

1.4 This Policy applies in conjunction with other notices, contractual clauses, consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override those notices or clauses unless we state expressly otherwise.

1.5 This Policy applies to both buyers and sellers who use the Services except where expressly stated otherwise.

## **2. WHEN WILL Bebee COLLECT PERSONAL DATA?**

2.1 We will/may collect personal data about you:

when you register and/or use our Services or Platform, or open an account with us;

when you submit any form, including, but not limited to, application forms or other forms relating to any of our products and services, whether online or by way of a physical form;

when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our products and services;

when you interact with us, such as via telephone calls (which may be recorded), letters, fax, face-to-face meetings, social media platforms and emails, including when you interact with our customer service agents;

when you use our electronic services, or interact with us via our application or use Services on our Platform. This includes, without limitation, through cookies which we may deploy when you interact with our application or website;

when you grant permissions on your device to share information with our application or Platform;

when you link your Bebee account with your social media or other external account or use other social media features, in accordance with the provider's policies;

when you carry out transactions through our Services;

when you provide us with feedback or complaints;

when you register for a contest; and/or

when you submit your personal data to us for any reason

The above does not purport to be exhaustive and sets out some common instances of when personal data about you may be collected.

2.2 We may collect personal data about you from you, our affiliates, third parties, and from other sources, including without limitation business partners (such as logistics or payment service providers), credit bureaus or scoring agencies, marketing services providers or partners, referral or loyalty programs, other users of our Services or publicly available or governmental sources of data.

2.3 In some situations, you may provide personal data of other individuals to us (such as your family members or friends or persons in your contact list). If you provide us with their personal data, you represent and warrant that you have obtained their consent for their personal data to be processed in accordance with this Policy.

### **3. WHAT PERSONAL DATA WILL BEBEE COLLECT?**

3.1 The personal data that Bebee may collect includes but is not limited to:

name;

email address;

date of birth;

billing and/or delivery address;

bank account and payment information;

telephone number;

gender;

information sent by or associated with the device(s) used to access our Services or Platform; information about your network, including your contact list when you share permissions on your device, and the people and accounts you interact with; photographs or audio or video recordings; government issued identification or other information required for our due diligence, know your customer, identity verification, and/or fraud prevention purposes; marketing and communications data, such as your preferences in receiving marketing from us and third parties, your communication preferences and history of communications with us, our service providers, and other third parties; usage and transaction data, including details about your searches, orders, the advertising and content you interact with on the Platform, and other products and services related to you; location data; any other information about the User when the User signs up to use our Services or Platform, and when the User uses the Services or Platform, as well as information related to how the User uses our Services or Platform; and aggregate data on content the User engages with.

3.2 You agree not to submit any information to us which is inaccurate or misleading, and you agree to inform us of any inaccuracies or changes to such information. We reserve the right at our sole discretion to require further documentation to verify any information provided by you.

3.3 If you sign up to be a user of our Platform using your social media account ("Social Media Account"), link your Bebee account to your Social Media Account or use any Bebee social media features, we may access information about you which you have voluntarily provided to your Social Media Account provider in accordance with such provider's policies, and we will manage and use any such personal data in accordance with this Policy at all times.

3.4 If you do not want us to collect the aforementioned information/personal data, you may opt out at any time by notifying our Data Protection Officer in writing. Further information on opting out can be found in the section below entitled "How can you withdraw consent, request access to or correct information you have provided to us?". Note, however, that opting out or withdrawing your consent for us to collect, use or process your personal data may affect your use of the Services and the Platform. For example, opting out of the collection of location information will cause its location-based features to be disabled.



## **4. COLLECTION OF OTHER DATA**

4.1 As with most websites and mobile applications, your device sends information which may include data about you that gets logged by a web server when you browse our Platform. This typically includes without limitation your device's Internet Protocol (IP) address, computer/mobile device operating system and browser type, type of mobile device, the characteristics of the mobile device, the unique device identifier (UDID) or mobile equipment identifier (MEID) for your mobile device, the address of a referring web site (if any), the pages you visit on our website and mobile applications and the times of visit, and sometimes a "cookie" (which can be disabled using your browser preferences) to help the site remember your last visit. If you are logged in, this information is associated with your personal account. The information is also included in anonymous statistics to allow us to understand how visitors use our site.

4.2 Our mobile applications may collect precise information about the location of your mobile device using technologies such as GPS, Wi-Fi, etc. We collect, use, disclose and/or process this information for one or more Purposes including, without limitation, location-based services that you request or to deliver relevant content to you based on your location or to allow you to share your location to other Users as part of the services under our mobile applications. For most mobile devices, you are able to withdraw your permission for us to acquire this information on your location through your device settings. If you have questions about how to disable your mobile device's location services, please contact your mobile device service provider or the device manufacturer.

4.3 As when you view pages on our website or mobile application, when you watch content and advertising and access other software on our Platform or through the Services, such information may be sent to us (including, without limitation, IP Address, operating system, etc.); but, instead of page views, your device sends us information on the content, advertisement viewed and/or software installed by the Services and the Platform and time.

## **5. COOKIES**

5.1 We or our authorized service providers and advertising partners may from time to time use "cookies" or other features to allow us or third parties to collect or share information in connection with your use of our Services or Platform. These features help us improve our Platform and the Services we offer, help us offer new services and features, and/or enable us and our advertising partners to serve more relevant content to you, including through remarketing. "Cookies" are identifiers that are stored on your computer or mobile device that record data about the computer or mobile device, how and when the Services or Platform are used or visited, by how many people and other activity within our Platform. We may link cookie information to personal data. Cookies also link to information regarding what items you have selected for purchase and web pages you have viewed. This information is used to keep track of your shopping cart, to deliver content specific to your interests, to enable our third party advertising partners to serve advertisements on sites across the internet, and to conduct data analysis and to monitor usage of the Services.

5.2 You may refuse the use of cookies by selecting the appropriate settings on your browser or device. However, please note that if you do this you may not be able to use the full functionality of our Platform or the Services.

## **6. HOW DO WE USE THE INFORMATION YOU PROVIDE US?**

6.1 We may collect, use, disclose and/or process your personal data for one or more of the following purposes:

to consider and/or process your application/transaction with us or your transactions or communications with third parties via the Services;

to manage, operate, provide and/or administer your use of and/or access to our Services and our Platform (including, without limitation, remembering your preference), as well as your relationship and user account with us;

to respond to, process, deal with or complete a transaction and/or to fulfil your requests for certain products and services and notify you of service issues and unusual account actions;

to enforce our Terms of Service or any applicable end user license agreements;

to protect personal safety and the rights, property or safety of others;

for identification, verification, due diligence, or know your customer purposes;

to evaluate and make decisions relating to your credit and risk profile and eligibility for lending, pay-later or credit products, where applicable;

to maintain and administer any software updates and/or other updates and support that may be required from time to time to ensure the smooth running of our Services;

to deal with or facilitate customer service, carry out your instructions, deal with or respond to any enquiries given by (or purported to be given by) you or on your behalf;

to contact you or communicate with you via voice call, text message and/or fax message, email and/or postal mail or otherwise for the purposes of administering and/or managing your relationship with us or your use of our Services, such as but not limited to communicating administrative information to you relating to our Services. You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;

to allow other users to interact, connect with you or see some of your activities on the Platform, including to inform you when another User has sent you a private message, posted a comment for you on the Platform or connected with you using the social features on the Platform;

to conduct research, analysis and development activities (including, but not limited to, data analytics, surveys, product and service development and/or profiling), to analyse how you use our Services, to recommend products and/or services relevant to your interests, to improve our Services or products and/or to enhance your customer experience;

to allow for audits and surveys to, among other things, validate the size and composition of our target audience, and understand their experience with Bebee's Services;

for marketing and advertising, and in this regard, to send you by various mediums and modes of communication marketing and promotional information and materials relating to products and/or services (including, without limitation, products and/or services of third parties whom Bebee may collaborate or tie up with) that Bebee (and/or its affiliates or related corporations) may be selling, marketing or promoting, whether such products or services exist now or are created in the future. You can unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing materials. We may use your contact information to send newsletters or marketing materials from us and from our related companies;

to offer loyalty, partner and bonus programs and offers and other co-branded marketing efforts, e.g., merchant loyalty programs, seller offers or co-branded credit cards in collaboration with third parties;

to respond to legal processes or to comply with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction or where we have a good faith belief that such disclosure is necessary, including, without limitation, meeting the requirements to make disclosure under the requirements of any law binding on Bebee or on its related corporations or affiliates (including, where applicable, the display of your name, contact details and company details);

to produce statistics and research for internal and statutory reporting and/or record-keeping requirements;

to carry out due diligence or other screening activities (including, without limitation, background checks) in accordance with legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;

to audit our Services or Bebee's business;

to prevent or investigate any actual or suspected violations of our Terms of Service, fraud, unlawful activity, omission or misconduct, whether relating to your use of our Services or any other matter arising from your relationship with us;

to respond to any threatened or actual claims asserted against Bebee or other claim that any Content violates the rights of third parties;

to store, host, back up (whether for disaster recovery or otherwise) of your personal data, whether within or outside of your jurisdiction;

to deal with and/or facilitate a business asset transaction or a potential business asset transaction, where such transaction involves Bebee as a participant or involves only a related corporation or affiliate of Bebee as a participant or involves Bebee and/or any one or more of Bebee's related corporations or affiliates as participant(s), and there may be other third party organisations who are participants in such transaction. A "business asset transaction" refers to the purchase, sale, lease, merger, amalgamation or any other acquisition, disposal or financing of an organisation or a portion of an organisation or of any of the business or assets of an organisation; and/or

any other purposes which we notify you of at the time of obtaining your consent.

(collectively, the "Purposes").

6.2 You acknowledge, consent and agree that Bebee may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over Bebee or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) comply with a request from any governmental or regulatory authority having jurisdiction over Bebee; (c) enforce the Bebee Terms of Service or this Privacy Policy; (d) respond to any threatened or actual claims asserted against Bebee or other claim that any Content violates the rights of third parties; (e) respond to your requests for customer service; or (f) protect the rights, property or personal safety of Bebee, its users and/or the public.

6.3 As the purposes for which we will/may collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of the applicable data without your consent is permitted by the Privacy Laws.

## **7. HOW DOES BEBEE PROTECT AND RETAIN CUSTOMER INFORMATION?**

7.1 We implement a variety of security measures and strive to ensure the security of your personal data on our systems. User personal data is contained behind secured networks and is only accessible by a limited number of employees who have special access rights to such systems. However, there can inevitably be no guarantee of absolute security.

7.2 We will retain personal data in accordance with the Privacy Laws and/or other applicable laws. That is, we will destroy or anonymize your personal data when we have reasonably determined that (i) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; (ii) retention is no longer necessary for any legal or business purposes; and (iii) no other legitimate interests warrant further retention of such personal data. If you cease using the Platform, or your permission to use the Platform and/or the Services is terminated or withdrawn, we may continue storing, using and/or disclosing your personal data in accordance with this Privacy Policy and our obligations under the Privacy Laws. Subject to applicable law, we may securely dispose of your personal data without prior notice to you.

## **8. DOES BEBEE DISCLOSE THE INFORMATION IT COLLECTS FROM ITS VISITORS TO OUTSIDE PARTIES?**

8.1 In conducting our business, we will/may need to use, process, disclose and/or transfer your personal data to our third party service providers, agents and/or our affiliates or related corporations, and/or other third parties, which may be located in Malaysia or outside of Malaysia, for one or more of the above-stated Purposes. Such third party service providers, agents and/or



affiliates or related corporations and/or other third parties would be processing your personal data either on our behalf or otherwise, for one or more of the above-stated Purposes. We endeavour to ensure that the third parties and our affiliates keep your personal data secure from unauthorised access, collection, use, disclosure, processing or similar risks and retain your personal data only for as long as your personal data is needed for the above-mentioned Purposes. Such third parties include, without limitation:

our subsidiaries, affiliates and related corporations;

buyers or sellers you have transacted with or interacted with on the Platform or in connection with your use of the Services for the above-stated Purposes;

other users of our Platform for one or more of the above-stated Purposes;

contractors, agents, service providers and other third parties we use to support our business. These include but are not limited to those parties which provide administrative or other services to us such as mailing houses, logistics service providers, financial services providers, advertising and marketing partners, telecommunication companies, information technology companies, and data centres;

governmental or regulatory authorities having jurisdiction over Bebee or as otherwise permitted under Section 6.2;

a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Bebee's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal data held by Bebee about our Service Users is among the assets transferred; or to a counterparty in a business asset transaction that Bebee or any of its affiliates or related corporations is involved in; and

third parties to whom disclosure by us is for one or more of the Purposes and such third parties would in turn be collecting and processing your personal data for one or more of the Purposes.

8.2 We may share user information, including statistical and demographic information, about our Users and information about their use of the Services with advertising partners and third party suppliers of advertisements, remarketing, and/or other programming.

8.3 For the avoidance of doubt, in the event that Privacy Laws or other applicable laws permit an organisation such as us to collect, use or disclose your personal data without your consent, such permission granted by the laws shall continue to apply. Consistent with the foregoing and subject to applicable law, we may use your personal data for recognized legal grounds including to comply with our legal obligations, to perform our contract with you, to achieve a legitimate interest and our reasons for using it outweigh any prejudice to your data protection rights, or where necessary in connection with a legal claim

8.4 Third parties may unlawfully intercept or access personal data transmitted to or contained on the site, technologies may malfunction or not work as anticipated, or someone might access, abuse or misuse information through no fault of ours. We will nevertheless deploy reasonable security arrangements to protect your personal data as required by the Privacy Laws; however there can

inevitably be no guarantee of absolute security such as but not limited to when unauthorised disclosure arises from malicious and sophisticated hacking by malcontents through no fault of ours.

8.5 Bebee allows you to share videos from YouTube in the Bebee Livestream feature (“YouTube Content”). To facilitate this, Bebee uses YouTube API Services made available by YouTube. By using sharing YouTube Content, you hereby agree to be bound by the Google Privacy Policy (<http://www.google.com/policies/privacy>).

8.6 As set forth in Bebee's Terms of Service, Users (including any employees, agents, representatives, or any other person acting for such User or on such User's behalf) in possession of another User's personal data through the use of the Services (the “Receiving Party”) hereby agree that, they will (i) comply with all applicable Privacy Laws with respect to any such data, including any collection, processing, storage or transfer of such data; (ii) allow Bebee or the User whose personal data the Receiving Party has collected (the “Disclosing Party”) to remove his or her data so collected from the Receiving Party's database; and (iii) allow Bebee or the Disclosing Party to review what information has been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

8.7 Notwithstanding anything set forth herein, Sellers (including any employees, agents, representatives, or any other person acting for such Seller or on such Seller's behalf) shall comply with all applicable Privacy Laws and, in respect of any buyer's personal data received from Bebee, (i) are not permitted to use such buyer's personal data except as reasonably necessary to respond to buyers' enquiries and to carry out, respond to, process, deal with or complete a transaction without the buyers' and Bebee prior written consent; (ii) should refrain from contacting buyers using such information outside of the Bebee platform; (iii) are not permitted to disclose such buyer's personal data to any unauthorized third parties without the buyer's and Bebee's prior written consent; (iv) shall employ sufficient security measures to protect each Bebee user's personal data in their possession, retain such data only for as long as necessary for the purposes above and in accordance with the Privacy Laws, and to delete or return such data to Bebee upon any request from Bebee or as soon as reasonably possible upon completion of the transaction; and (v) to inform Bebee's Personal Data Protection Officer at [/////EMAIL/////](mailto://EMAIL//) in the event of any potential data breach or other loss of such user's data.

## **9. INFORMATION ON CHILDREN**

9.1 The Services are not intended for children under the age of 13. We do not knowingly collect or maintain any personal data or non-personally-identifiable information from anyone under the age of 13 nor is any part of our Platform or other Services directed to children under the age of 13. As a parent or legal guardian, please do not allow such children under your care to submit personal data to Bebee. In the event that personal data of a child under the age of 13 in your care is disclosed to Bebee, you hereby consent to the processing of the child's personal data and accept and agree to be bound by this Policy on behalf of such child. We will close any accounts used exclusively by such children and will remove and/or delete any personal data we believe was submitted without parental consent by any child under the age of 13.

## **10. INFORMATION COLLECTED BY THIRD PARTIES**

10.1 Our Platform uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies, which are text files placed on your device, to help the Platform analyse how Users use the Platform. The information generated by the cookie about your use of the Platform (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Platform, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

10.2 We, and third parties, may from time to time make software applications downloads available for your use via the Platform or through the Services. These applications may separately access, and allow a third party to view, your identifiable information, such as your name, your user ID, your device's IP Address or other information such as any cookies that you may previously have installed or that were installed for you by a third party software application or website. Additionally, these applications may ask you to provide additional information directly to third parties. Third party products or services provided through these applications are not owned or controlled by Bebee. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise.

## **11. DISCLAIMER REGARDING SECURITY AND THIRD PARTY SITES**

11.1 WE DO NOT GUARANTEE THE SECURITY OF PERSONAL DATA AND/OR OTHER INFORMATION THAT YOU PROVIDE ON THIRD PARTY SITES. We do implement a variety of security measures to maintain the safety of your personal data that is in our possession or under our control. Your personal data is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the personal data confidential. When you place orders or access your personal data, we offer the use of a secure

server. All personal data or sensitive information you supply is encrypted into our databases to be only accessed as stated above.

11.2 In an attempt to provide you with increased value, we may choose various third party websites to link to, and frame within the Platform. We may also participate in co-branding and other relationships to offer e-commerce and other services and features to our visitors. These linked sites have separate and independent privacy policies as well as security arrangements. Even if the third party is affiliated with us, we have no control over these linked sites, each of which has separate privacy and data collection practices independent of us. Data collected by our co-brand partners or third party web sites (even if offered on or through our Platform) may not be received by us.

11.3 We therefore have no responsibility or liability for the content, security arrangements (or lack thereof) and activities of these linked sites. These linked sites are only for your convenience and you therefore access them at your own risk. Nonetheless, we seek to protect the integrity of our Platform and the links placed upon each of them and therefore welcome any feedback about these linked sites (including, without limitation, if a specific link does not work).

## **12. WILL BEBEE TRANSFER YOUR INFORMATION OVERSEAS?**

12.1 Your personal data and/or information may be transferred to, stored or processed outside of your country for one or more of the Purposes. In most cases, your personal data will be processed by us overseas, where our servers are located. Bebee will only transfer your information overseas in accordance with Privacy Laws.

## **13. HOW CAN YOU WITHDRAW CONSENT, REQUEST ACCESS TO OR CORRECT INFORMATION YOU HAVE PROVIDED TO US?**

### **13.1 Withdrawing Consent**

13.1.1 You may withdraw your consent for the collection, use and/or disclosure and/or request deletion of your personal data in our possession or under our control by sending an email to our Personal Data Protection Officer at [///EMAIL//](mailto://EMAIL//), and we will process such requests in accordance with this Privacy Policy and our obligations under the Privacy Laws and other applicable law. However, your withdrawal of consent may mean that we will not be able to continue providing the Services to you and we may need to terminate your existing relationship and/or the contract you have with us.

13.1.2 Where you share YouTube Content, in addition to withdrawing your consent by emailing us pursuant to Section 13.1.1, you may also revoke Bebee's access to your personal data via the Google security settings page at <https://security.google.com/settings/security/permissions>

## 13.2 Requesting Access to or Correction of Personal Data

13.2.1 If you have an account with us, you may personally access and/or correct your personal data currently in our possession or control through the Account Settings page on the Platform. If you do not have an account with us, you may request to access and/or correct your personal data currently in our possession or control by submitting a written request to us. We will need enough information from you in order to ascertain your identity as well as the nature of your request so as to be able to deal with your request. Hence, please submit your written request by sending an email to our Personal Data Protection Officer at [/////EMAIL/////](mailto://EMAIL//).

13.2.2 We may charge you a reasonable fee for the handling and processing of your requests to access your personal data. If we so choose to charge, we will provide you with a written estimate of the fee we will be charging. Please note that we are not required to respond to or deal with your access request unless you have agreed to pay the fee.

13.2.3 We reserve the right to refuse to correct your personal data in accordance with the provisions as set out in Privacy Laws, where they require and/or entitle an organisation to refuse to correct personal data in stated circumstances.

## **Privacy Policy & Data Protection (2) Generic**

**Bebee Sdn. Bhd. (owner of the Bebee websites)** (“We, Us”) are committed to safeguarding the privacy of our website visitors and service users. We appreciate that you put your trust in us when you provide your information to Bebee.

### **OBTAINING CONSENT**

We will collect certain information from and about you. This is defined as any information relating to you that can be used to both identify you directly or indirectly.

Information that you enter Bebee (“The Website”) at the point of account creation will be used to create a customer profile for you, except for your password. This will include any information that you provide when creating your account, including an email address and other contact information, your name, your username, and address information. The Website maintains records of its customer profiles to enable for quick or automatic logins by customers, and to connect you with our daily newsletters. You may change this information through your account settings at any time. You may also opt-out of our newsletter at any time.

Any information that you enter any text field on any webpage of Bebee will also be collected by us for internal use except were noted otherwise beforehand.

Information collected by The Website from you for a specific purpose (contest, giveaway etc.), is used only for that purpose and retained for only as long as it meets that purpose. Information collected from will only be shared with relevant third parties related to that specific purpose if you give Us additional consent to do so.

If you delete your account, some information may still be retained by us unless you request for a complete deletion from our database.

### **PRIVACY, SECURITY AND BREACH NOTIFICATION**

The password that you create for your account is not known to Us or anyone else. Your password is not stored by The Website. The Website only stores a securely salted and hashed password. You may change your password or email address through your account settings at any time.

If you delete your account, your password will be lost. We cannot provide you with your password, though The Website provides the ability to reset your password should you

forget

it.

We design and build our services that you use with your security and privacy in mind. In the case of a security breach occurring, we will report the data breach to both you, relevant parties and any data controllers within 72 hours.

## **RIGHT TO DATA ACCESS AND DATA PORTABILITY**

As a user of The Website, you have full right to access the information and data we collect from you. Please contact Us by email at [IT\\_EMAIL](mailto:IT_EMAIL) with the title 'ATTN: DATA ACCESS BY REQUEST' to instruct Us to furnish you with your requested personal data. An individual is only entitled to their own personal data, and not to information relating to other people unless the information is also about them or they are acting on behalf of someone, with the instructions of a written legal consent.

If you request for your existing data profile from Us, We will deliver a fully detailed and free electronic copy of the data that has been collected from you. This report will also include the various ways We are using your information.

All Bebee users have the right to access their own data. Any point in time, by your request, you can obtain your data from Us and reuse that same data in different environments outside of The Website. What you do with the data after We hand it over to you, beyond the confines of our Website is your choice. We are no longer responsible for your data once we hand it over to you.

## **RIGHT TO DATA DELETION**

You have full right to instruct Us to delete all information that Bebee, the Website, or any of the third parties collects about you. Please contact Us by email at [IT\\_EMAIL](mailto:IT_EMAIL) with the title 'ATTN: DATA DELETION BY REQUEST' in order to instruct Us to forget any or all of the information that Bebee, the Website, Bebee Sdn Bhd, or any of the third parties collects about or from you.

## PDPA Disclaimers – Generic

### In forms:

By clicking SUBMIT, you agree to our collection, use and/or disclosure of your personal data to the extent necessary to process your order and provide you with this product.

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### In PDPA statement clause:

By Submitting this Form, you hereby agree that Bebee may collect, obtain, store and process your personal data that you provide in this form for the purpose of receiving updates, news, promotional and marketing updates, news, promotional and marketing mails or materials from Bebee.

You hereby give your consent to Bebee to:

1. Personal information to establish your identity and background such as your full name, passport or identity card number, nationality and religion.
2. Store and process your personal data.
3. Payment information such as your debit or credit card information, including the name of cardholder, card number, billing address, expiry date and other bank account details.
4. Disclose your Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes.
5. Recording of calls placed by you to our customer services.
6. Resume or CVs when you apply job with us.

In Addition, your personal data maybe transferred to any company within Bebee which may involve sending your data to a location inside Malaysia, for the purpose of updating or correcting such data, you may at any time apply to the myBIM to have access to your personal data which are shared by Bebee.

For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you had disclosed to Bebee in this Form.

Bebee is committed to protecting your personal data. If you have questions or comments about Bebee's administration of personal data, please contact us **////////IT contacts////////**



## Refund policy (1) Generic

### Refund policy

Bebee is committed to making sure our guests are completely satisfied with their purchase. We have a simple return policy to make your shopping experience convenient and comfortable. If you are not satisfied with your purchase, you may return it within 30 days of your order date with your original packing slip.

We are not able to accept blind returns. Please contact our Guest Service department before mailing your returns. Guests can request additional information for returns by e-mailing [////////EMAIL CUSTOMER SERVICE////////](mailto:////////EMAIL CUSTOMER SERVICE////////) Below are our guidelines for all returns:

1. Bebee can only accept returns of merchandise purchased from our website. Products purchased at another retail outlet will not be accepted.
2. All unused, unopened merchandise in original packaging returned within 30 days of receipt with a valid RAN will be credited 100% of purchase price excluding shipping and handling charges. You will be responsible for all return shipping fees and we will not reimburse for original shipping, duties or taxes.
3. Any product with a quality defect or incorrect merchandise can be returned for a full refund. Please contact us within 1 week or receipt of your order to resolve the issue.
4. All closeout or seasonal merchandise is final sale and is not returnable.
5. All returns made outside of the 30 day policy without authorization may be charged up to a 25% restocking fee. It is the discretion of our returns department.
6. Items returned that are washed, worn, torn, dirty or outside the original packaging will be up to the discretion of our returns department. We may not be able to process an exchange or refund for returned goods or guest may be charged up to a 25% restocking fee.

All returns must be sent via a trackable carrier (Poslaju, JnT, DHP) to the below address:

<////////Address////////>

In your return, please make sure to include a copy of your packing slip. If you do not have a copy of your packing slip, please include the order number, or a legible telephone number and/or email address at which we can reach you in case we have any additional questions.

Please make sure you have your tracking number available before calling or checking on the status of your return. All returns are processed within two days of arrival at our facilities.

All credits will be refunded to the credit card used at the time of processing your return. Please allow 5-7 days after receipt and inspection of the returned items for proper credit, as it will take time before the refund appears on your card. Bebee reserves the right to refuse any returns upon final review if all above guidelines have not been met

## Refund policy (2)

### 1. Application for Returns/Refunds

### 2. Application for the Return of an Item

2.1 Buyer may only apply for the refund and/or return of the Item in the following circumstances:

- The Item has not been received by Buyer;
- The Item was defective and/or damaged on delivery;
- The Item received is incomplete (missing quantity or accessories);
- Seller has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;
- The Item delivered to Buyer is materially different from the description provided by Seller in the listing of the Item;
- The Item received is a counterfeit item\*\*;
- The Item received has physical damage (e.g. dented, scratched, shattered);
- The Item received is faulty (e.g. malfunction, does not work as intended);
- By way of private agreement with Seller and Seller must send his/her confirmation to Bebee confirming such agreement; or
- Change of mind\*

\*Change of Mind return policy is only applicable to certain categories and restricted to certain Sellers only.

\*\*Counterfeit item return policy is applicable to Bebee and preferred sellers only.

2.2 Buyer's application must be submitted via the Bebee's platform.

2.3 Bebee will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.

2.4 Please note that, if required by Bebee, Buyer must ship the Item to a location designated by Bebee within five (5) calendar days after the return request is raised.

2.5 The approval of your request for refund and return will be made by Bebee in its sole discretion. Buyer acknowledges and agrees that Bebee's decision is final, conclusive and binding, and

covenants and agrees that it will not bring suit or otherwise assert any claim against Bebee or its affiliates in relation to such decision.

2.6 In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to Bebee to request Bebee to continue to hold the purchase monies until a formal determination is available. Bebee will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

### **3. Rights of Sellers**

3.1 When Bebee receives an application from Buyer for the return of the Item and/or refund, Bebee will notify Seller in writing. Seller may respond to Buyer's application according to the steps provided by Bebee in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period"). Should Bebee not hear from Seller within the Stipulated Period, Bebee will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller. Bebee will review each Seller's response on a case-by-case basis and, in its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by Seller.

### **4. Condition of Returning Item**

4.1 To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receipt.

### **5. Liability of Return Shipping Fee**

(a) In the scenario of an unforeseen error from the seller's end (i.e. - damaged, faulty or wrong Item delivered to the buyer), the seller will bear buyer's return shipping fee.

(b) In the scenario of the buyer's change of mind, buyer shall get seller's consent prior to the return request and buyer will bear the return shipping fee.

(c) In the scenario where both seller-buyer disputing the party liable for the return shipping fee, Bebee at its sole discretion will determine the party liable for the return shipping fee.

## **6. Refunds**

6.1 Buyer will only be refunded after Bebee has received the confirmation from Seller that Seller has received the returned Item. In the event where Bebee does not hear from Seller within a specified time, Bebee will be at liberty to refund the applicable sum to Buyer without further notice to Seller. The refund may be made to Buyer's credit/debit card or designated bank account.

## **7. Communication Between Buyer and Seller**

7.1 Bebee encourages Users to communicate with each other in the event where problem arises in a transaction. As Bebee is a platform for Users to conduct trading, Buyer should contact Seller directly for any issue relating to the Item purchased.