



# Terms and Conditions

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## PERSONAL FINANCIAL ANALYSIS CONSULTANCY SERVICES AGREEMENT

### 1. Provision of Services

We will provide you with a personal financial analysis consultancy services in order to generate a customize financial eligibility assessment report (“the Report”) to enable you to obtain loan from licensed alternative financial provider (“the Services”) on the terms set out in this Agreement.

### 2. We represent you

- 2.1 You engage us to act as the consultant to provide the Services and you authorize us to obtain all personal financial information on your behalf with other agencies, organizations or employers.
- 2.2 You agree that we are authorized to use and disclose the information we collect from you in order to provide the Services. Where you provide us with personal information about any other person to enable us to provide the Services, you confirm that you have the authority from those persons to disclose such information and to authorize us to use and disclose the information in order to provide the Services.
- 2.3 By signing this Agreement, you hereby agree that Happy Days Agency Sdn. Bhd. **may process the personal data that you have provide and for avoidance of doubt Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you have disclose to Happy Days Agency Sdn. Bhd.**
- 2.4 In accordance with the Personal Data Protection Act 2010, you have a right to access any personal information we hold about you and correct any personal information that may be incorrect, if you wish to request access to, or correction of, any personal information held by us, please contact us and we will action your request.
- 2.5 Upon your request, we will assist to provide you with this personal finance assessment report and you shall at your liberty to utilize this report to avenue that you deemed fit. .
- 2.6 Our Company will be using our own assessing method to provide you the Services and you hereby acknowledge that we will not be disclosing our assessing method used for the documents evaluation to you as it was a private and confidential trade information.

### **3. Your Obligations**

- 3.1 You must respond promptly to all our requests to enable us to perform the Services.
- 3.2 All information you provide to us must be complete, accurate, truthful and provided within the specified timeframes. We reserve the right to cease to act where you cannot or will not provide instructions required by us or where we are of the opinion that you have misled or deceived us in any material way.
- 3.3 By instructing us to provide the Services, you accept liability to pay the Invoices that we will render for work done together with all expenses incurred in respect of your instructions, and you agree to be bound by the terms of this Agreement.

### **4. Term**

This Agreement begins on the date this Agreement is signed by both parties and terminates when the Report is produce. If you terminate this Agreement after the signing this Agreement a cancellation fees shall be impose and paid by you to us within seven (7) days from the date of termination upon the receipt of our invoices.

### **5. Fees and Payment**

Fees shall be subjected to the schedule of fees according to our invoices.

Fees payment shall be paid in lump sum payment via interbank transfer (IBG) towards the bank account number stated in our invoices.

### **6. Confidential Information**

We will hold all information concerning the business and affairs of you in strict confidences, and will not divulge such information except where required for directly performing the services, permitted to do so by law, or you expressly or impliedly authorize us to make such disclosure.

### **7. Limitation of Liability**

Our information and documentation is provided to you in good faith and all reasonable care is taken to ensure that the information provided to you is up to date and accurate. However, to the extent permitted by law, and without limiting your right of legal recourse, we assume no legal liability or responsibility for the accuracy, correctness, errors, omissions or use of any information or advice provided.

### **8. Copyright**

You must not reproduce, duplicate, sell or copy any of our manuals, protocols, procedures, manuscripts or documentary records, whether in print form or electronically, without our prior written consent.

## 9. Change

Any change to the Services shall be agreed in writing by the parties and shall include details of the nature and scope of the change and its implications, including on costs, performances and timeframes. We reserve the right to change any other terms and conditions from time to time by giving you at least 7 days' written notice, and you agree to be bound by and comply with such terms and conditions as they may be modified.

## 10. Complaints and Careline

We will deal promptly and professionally with any complaints concerning the Services through our website and care line at number 1700-81-7711.

## 11. General Provisions

This Agreement constitute the entire Agreement, understanding and arrangement (express and implied) between the parties relating to the subject matter of this Agreement, and supersedes and cancel any previous Agreement, understanding and arrangement relating to the services, whether written or oral.

This Agreement is governed exclusively by the laws of Malaysia.

If any part of the terms of use is found to be invalid or unenforceable, it shall be severed without affecting the remainder.

## 12. **Personal Data Protection Act ("PDPA")**

### **NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010 ("NOTICE")**

1. This notice is issued pursuant to Section 7 of the Personal Data Protection Act 2010 ("the Act"). For the purpose of this Notice, "Personal Data", "processing" and "data processor" shall have the meaning as defined in the Act.
2. This Notice applies to any person whose Personal Data is processed by Happy Days Agency Sdn. Bhd. (1089022-K) (hereinafter referred to as "we", "our" or "us") and/or by our data processor on our behalf.
3. In this Notice, "you" shall refer to yourself and such other persons represented by you of which you are providing the Personal Data, including the Personal Data of the directors, shareholders, managers and/or officers of a company; the Personal Data of the partners, managers and/or officers of a partnership; the Personal Data of the officer bearers of a society, club or unincorporated body.

### **A. The Nature of Personal Data**

4. The Personal Data processed by us and/or by our data processor may include:
  - a. name, gender, race, date of birth, nationality, residency status, national registration identity card number, passport number, marital status, postal or correspondence address, contact details including mobile, office and residential telephone number, facsimile number, e-mail address, occupation or profession, employer's particulars, salary payment, personal financial status, photograph, property details, shareholding and loan details;
  - b. any such information relevant or required for our services to you and our compliance with the legal and regulatory requirements; and
  - c. any additional information provided by you or by third parties about you that is not already available in the public domain.

## **B. Purpose of Collecting and Processing the Personal Data**

5. The Personal Data is collected and processed by us and/or by our data processor for purposes including:
  - a. to verify your identity and to communicate or correspond with you;
  - b. to render our services and for all purposes related to or in connection with our appointment;
  - c. to facilitate our compliance with our services requirements;
  - d. for purposes in connection with our operation, administration, record-keeping, billing and collection, audits, reporting and investigations;
  - e. for any other lawful purposes that is incidental or ancillary or in furtherance to the above.

## **C. Sources of Personal Data**

6. The Personal Data is collected from various sources including but not limited to:
  - a. information which you have provided to us at the commencement of our appointment and, from time to time, in the course of our appointment or communication, by whatsoever means and/or in whatever manner;
  - b. information from public domains, credit reporting agencies, government department or agencies, public registries, social media and publications; and
  - c. information obtained independently by us from other lawful sources.

## **D. Disclosure or Transfer of Personal Data**

7. Your Personal Data provided to us may be disclosed by us to the following third parties, for purposes as set out above:
  - a. any persons as directed by or consented to by you;
  - b. any persons as required in the course of us rendering our services, including but not limited to counter-parties, other advisors, financial institutions, regulatory bodies etc.;
  - c. any persons as required for the purposes of us complying with the legal and regulatory requirements;
  - d. our data processor who processes the Personal Data on our behalf; and
  - e. our consultants, solicitors, auditors, employees, insurance companies and any person who is under confidentiality obligations towards us.
8. The Personal Data provided to us may be transferred to and/or stored in a place outside Malaysia for the purposes and/or to such third parties as set out above.

## **E. Consequences of Non-Provision of Personal Data**

9. The provision of the Personal Data is voluntary in nature. You may also elect to limit the way the Personal Data provided to us is to be processed by us.
10. However, in the event the Personal Data provided by you is not sufficient or not satisfactory, or if you limit the way the Personal Data is to be processed, or if you subsequently withdraw your consent to us processing your Personal Data, this may result in us not being able to communicate or correspond with you and/or to provide our services to you under any potential or existing agreement or arrangement with you.

#### **F. Security and Retention of Personal Data**

11. We will take all practical steps, when processing the Personal Data provided to us, to protect the security of the Personal Data.
12. We will retain your Personal Data in compliance with this Notice for the duration of your relationship with us or for such period as we may deem necessary to protect our interests, where otherwise required under any legal, regulatory and/or accountings requirements.
13. We shall take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted if it is no longer required for the purpose for which it was to be processed.

#### **G. Personal Data Provided By You**

14. By providing to us the Personal Data, you hereby consent to us processing the Personal Data in accordance with this Notice and the Act.
15. In relation to Personal Data of any third party which are provided by you to us that is not already available in the public domain, you hereby confirm that you have obtained his or her consent that you are providing the Personal Data to us for the purposes as set out in this Notice and that the Personal Data may be disclosed to parties as set out in this Notice.
16. Please note that you are responsible for ensuring that the Personal Data provided to us is accurate, complete, not misleading and kept up-to-date. The Personal Data collected and processed by us is deemed to be accurate until and unless you inform us otherwise in writing.

#### **H. Data Access and Correction, Inquiries and Complaints**

17. You may, to the extent as permitted by the Act and upon payment of a prescribed fee:
  - a. request for access to Personal Data provided by you;
  - b. request for Personal Data provided by you to be corrected where the Personal Data is inaccurate, incomplete, misleading or not up-to-date.
18. If:
  - a. you have any enquiries regarding this Notice or complaints in respect of the Personal Data provided by you; or
  - b. you wish to access to the Personal Data provided by you; or
  - c. you wish to correct the Personal Data provided by you; or
  - d. you wish to withdraw your consent to us processing the Personal Data for any of the purposes as set out in this Notice; or
  - e. you wish to withdraw your consent to us disclosing the Personal Data to any of the parties as set out in this Notice;please send your request in email to:  
Office Manager  
Happy Days Agency Sdn. Bhd.  
[general@happydaysagency.my](mailto:general@happydaysagency.my)
19. We reserve our rights to refuse to comply with your request for access and/or request for correction as stated above in circumstances permitted by the Act, in which case we will notify you of the same by notice in writing.

#### **I. Changes to the Notice**

20. This Notice may be amended from time to time. By you continuing to engage our services or to communicate with us subsequent to any amendments to this Notice, it would confirm and indicate your acceptance to the amendments to this Notice.
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