

## **DEBI Platform Terms of Use & Privacy Policy**

DEBI platform (hereinafter referred to as “DEBI” or “the platform”) is a Health Insurtech platform that enables health insurance services between users. DEBI aims to shift focus on treatment to preventive care and wellness management with the use of technologies and ecosystem. Users of DEBI will have access to health and wellness benefits from DEBI’s Benefits Panel such as doctors, hospitals, clinics, pharmacies, and various wellness partners.

By using the platform, Corporate Subscriber and its employees (hereinafter may be individually or collectively referred to as “you”) agree to be bound by the following Terms of Use & Privacy Policy without limitation or qualification. Please read these terms and conditions carefully before using the platform, otherwise, you should stop using or accessing it. AFV shall have the right to modify, update or amend this policy at any time by placing the updated policy on the platform. By continuing to use the platform or its services, or products or services offered through the platform following the modifications, updates or amendments to this policy, you signify your acceptance of such modifications, updates or amendments.

### **Terms of Use**

1. Affinities Village Sdn Bhd (hereinafter referred to as "AFV", "we", "our" or "us"), as the owner and operator of DEBI, may at its sole discretion permit your registration, access and use of the platform using your user identifier (“Username”) and your password.
2. You hereby under take to keep your Username and password confidential and that no person other than yourself shall be permitted or shall have access or knowledge of your Username and password.
3. You are required to inform AFV if your Username and/or password becomes invalid or ceases to have effect; or if you suspect that your Username and/or password has been accessed by unauthorized person. To the extent permitted by law, AFV shall not be liable in the event that the security and confidentiality of your Username and/or password has been compromised as it is your full responsibility and risk each time you access DEBI platform.
4. To the fullest extent permissible pursuant to applicable law, all the information and materials on DEBI Benefits Panel provided on DEBI are provided on “as is” basis and without warranties of any kind either expressed or implied and AFV disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for all offerings on the platform as all offerings transacted are subject to warranties provided by the merchants and any dispute regarding the offerings shall be resolved between you and the merchants directly. AFV’s liability in this regard shall be limited to a full refund of DEBI Kesh paid for the products and/or services in cases where it deems appropriate in this absolute discretion.
5. All DEBI Kesh issued to your account has a validity period generated by the system based on the Corporate Subscriber’s corporate policy which cannot be extended nor converted into cash at any time. Details of all DEBI Kesh issued and all transactions conducted by you on the platform as recorded by AFV’s servers shall be treated as correct.
6. A Corporate Subscriber’s subscription to DEBI Platform shall follow the Subscription Agreement entered into between the Corporate Subscriber and us; therefore, as an employee, your subscription to DEBI Platform shall terminate on the last day of your employment and/or on a date prescribed by the Corporate Subscriber, whichever is the earlier. Upon termination of subscription, all DEBI Kesh accrued in your account shall be forfeited absolutely despite its validity date.
7. AFV is the owner of all Intellectual Property Rights in DEBI but does not warrant that the platform or the functions contained in the platform will be uninterrupted or error-free that defects will be corrected. You are given a non-exclusive, limited and personal licence to use DEBI for the duration of your subscription. While we use reasonable efforts to include accurate and up-to-date information on DEBI, we make no

warranties or representation as to the accuracy of the content of this platform and shall under no circumstances be liable to you for any indirect, incidental, consequential, indirect, or punitive damages that result of the use of, or the inability to use, the materials on this platform, even if we have been advised of the possibility of such damages. To the fullest extent permitted by law, in no event shall we be liable to you for using the functions of and accessing this platform.

8. All trademarks, service marks, trade names and logos used on DEBI are proprietary to AFV.

## **Privacy Policy**

1. As individual users, or, where our clients are corporate or business entities, their individual representatives and employees, (collectively referred to as "users" and otherwise referred to as "user", "you" or "your"), you are to provide to AFV personally identifiable data about yourselves and/or your family members and/or other dependents ("**Personal Data**") in connection with our business process execution, including delivery of services and/or products, preparation of proposals, provision of quotations, managing claims and client relationship management. Such Personal Data may include information or data provided by you or your employer or other parties or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future. Such Personal Data may be subject to applicable data protection, privacy and other similar laws and may include copies and other details of identity documents, proof of address and other contact details, religious affiliation, salaries, information concerning age, marital status, racial or ethnic origin, education, genetic or sexual life, physical or mental health or medical condition/diagnosis and dietary preference. Such Personal Data may also include technical information about your device, system and application software, and peripherals, and information regarding your location gathered periodically; as well as your fitness activity information (hereinafter referred to as "**Physical Activity Data**").

When you provide AFV with Personal Data relating to your employees, their family member and/or dependents and/or other individuals that you represent, you will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Privacy Policy. This includes, without limitation: (i) an obligation, if any, for you to obtain any required consent(s) in respect of the transfer of information to AFV by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by AFV of Personal Data as necessary to carry out its obligations under this Privacy Policy.

2. Personal Data you provide and explicitly consent to will be collected, used and otherwise processed by AFV for the following purposes:
  - 2.1 Create, administer and update your DEBI account;
  - 2.2 Verify your identity; your age and your employment records with the relevant corporate or business entities;
  - 2.3 offer, obtain, provide, facilitate or maintain wellness, health and/or insurance or financing products or services,
  - 2.4 DEBI Wellness Challenges whereby Physical Activity Data such as steps, distance and duration from third party platforms, will be collected to process your fitness activity for Walkathon Wellness Challenge available on DEBI platform,

- 2.5 enable features that personalise your experience with DEBI platform, such as lists of your favourite products and regular services,
- 2.6 perform internal operations necessary to provide our services, including troubleshooting software bugs and operational problems, conducting data analysis, testing and research, monitoring and analysing usage and activity trends;
- 2.7 process and manage your transactions;
- 2.8 process, manage or verify your application or purchase of vouchers and subscriptions with DEBI platform;
- 2.9 the delivery of services or products to the user, including any customer support issues;
- 2.10 those purposes specifically provided for in any particular service or product offered by AFV ;
- 2.11 conducting marketing and client profiling activities in connection with insurance, wellness and health related services and products (including those provided by AFV , other members of the AFV, its Affiliates (defined in Clause 3.4 below) and selected third parties for the purpose of improving our services to the user or that we think may interest the user);
- 2.12 AFV 's internal record-keeping;
- 2.13 meeting any legal or regulatory requirements relating to AFV's provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to AFV or its Affiliates (defined in Clause 3.4 below);
- 2.14 in connection with mergers, acquisitions, joint ventures, sale of company assets, consolidation, restructuring, financing, business asset transactions, or acquisition of all or part of our business by another company; and
- 2.15 purposes ancillary or relating to any of the above (including but not limited to information relating to your claims history for research, benchmarking and statistical analysis).

### **Collection and Disclosure**

3. Personal Data provided to AFV will generally be kept confidential but you hereby consent and authorize AFV to collect, provide or disclose your Personal Data for the purposes stated in Clause 2 above to:
  - 3.1 Any of our merchants and their agents for the provision of goods and/or services to you or for the purposes specified above;
  - 3.2 any agent, contractor or third party service provider who provides membership servicing support;
  - 3.3 relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organisations, agents and service providers (including but not limited to consultants, service call centres, market research and quality assurance companies),
  - 3.4 AFV's Affiliates, i.e. our subsidiaries, associated companies or jointly-controlled entities;

- 3.5 Your corporate employers;
  - 3.6 government agencies and industry regulators ;
  - 3.7 AFV 's auditors, accountants, lawyers or other financial or professional advisers;
  - 3.8 such sub-contractors or third party service or product providers as AFV may determine to be necessary or appropriate, in accordance with Clause 2 and Clause 9;
  - 3.9 any person to whom AFV is compelled or required to do so under law or in response to a competent or government agency; and
  - 3.10 Such person(s) as you may instruct or require.
4. Your Physical Activity Data will be automatically retrieved to import your fitness activity information from other platforms such as listed below, after you explicitly consent DEBI to transfer when you connect to such services:
    - 4.1 **Apple HealthKit.** We use Apple’s (Apple Inc., 1 Infinite Loop, Cupertino, CA 95014, USA; “Apple”) HealthKit framework which provides a central repository for health and fitness data on iPhone and Apple Watch – with your explicit consent – lets DEBI communicate with the HealthKit store to access and share this data. We process the following data, obtained through the HealthKit framework, for the purposes described above and with explicit consent by the user: steps, distance, and duration. New data attributes may be added to the HealthKit framework, which will be portrayed in DEBI and which you have to consent to. We do not use information gained through the HealthKit framework for advertising or similar services. You can always stop DEBI from accessing data by changing the settings of your mobile device.
    - 4.2 **Google Fit.** We use Google Fit which is an open platform that lets users control their fitness data. We process the following data, obtained through Google Fit, for the purposes described above: steps, distance and duration. New data attributes may be added to the Google Fit framework, which will be portrayed in DEBI and which you have to consent to.
    - 4.3 Third party platforms as AFV may determine to be necessary or appropriate, in accordance with Clause 2 and Clause 9 of this Privacy Policy;
  5. You further consent to provide, and for your employer, insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) to provide to AFV your Personal Data for the purposes set out in Clause 2 above.
  6. Failure to provide such Personal Data may result in AFV being unable to provide users with the services and/or products requested.

### **Safeguards**

7. AFV confirms that AFV has implemented the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Data and the accidental loss or destruction of, or damage to, your Personal Data.
8. We retain your Personal Data for the period necessary to fulfill the purposes outlined in this policy unless a

longer retention period is required or allowed by law. Once your Personal Data is no longer necessary for the services or purposes, or we no longer have a legal or business purpose for retaining your Personal Data, we take steps to erase, destroy, anonymise or prevent access or use of such Personal Data for any purpose other than compliance with this Policy, or for purposes of safety, security, fraud prevention and detection, in accordance with the requirements of applicable laws.

### **Data Transfer**

9. Where AFV consider it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Data to an Affiliate or third party service or product providers within or outside the country in which AFV is established, under conditions of confidentiality and similar levels of security safeguards.

### **Your Rights of Access and Correction**

10. You have the right to request access to and correction of information about you held by AFV and you may:
  - 10.1 check whether AFV holds or uses your Personal Data and request access to such data;
  - 10.2 request that AFV correct any of your Personal Information that is inaccurate, incomplete or out-of-date ;
  - 10.3 request that AFV specify or explain its policies and procedures in relation to data and types of Personal Data handled by AFV; and
  - 10.4 communicate to AFV your objection to the use of your Personal Information for marketing purposes whereupon AFV will not use your Personal Data for these purposes; and
  - 10.5 withdraw, in full or in part, your consent given previously,

in each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as AFV may notify you in writing upon receipt of your request).

However, choosing not to share your Personal Data with us or withdrawing your consent to our use of it could mean that we are unable to perform the actions necessary to achieve the purposes of processing described in Clause 2 or that you are unable to make use of the services. After you have chosen to withdraw your consent, we may be able to continue to process your Personal Data to the extent required or otherwise permitted by applicable laws and regulations.

### **Cookies**

11. AFV, and third parties with whom we partner, may use cookies, web beacons, tags, scripts, local shared objects such as HTML5 and Flash (sometimes called “flash cookies”), advertising identifiers (including mobile identifiers such as Apple’s IDFA or Google’s Advertising ID) and similar technology including strictly necessary cookies and analytical/performance cookies (“**Cookies**”) in connection with your use of DEBI on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit Personal Data about you and your use of DEBI, such as your browser type, search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your

use. Cookies may be persistent or stored only during an individual session.

12. AFV may allow third parties to use Cookies on DEBI on its website and mobile applications to collect the same type of Personal Data for the same purposes AFV does for itself. Third parties may be able to associate the Personal Data they collect with other Personal Data they have about you from other sources. We do not necessarily have access to or control over the Cookies they use.
13. Additionally, we may share non-personally identifiable Personal Data with third parties, such as location data, advertising identifiers, or a cryptographic hash of a common account identifier (such as an email address), to facilitate the display of targeted advertising on third party platforms.
14. If you do not wish for your Personal Data to be collected via Cookies on the websites, you may deactivate cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser. You may also limit our sharing of some of this Personal Data through your App (Settings > Privacy > Ads) and mobile device settings.
15. In respect of your Personal Data received by us, AFV is a Data User; while your respective corporate employers are independent Data Users in respect of Personal Data disclosed to or received from AFV. As independent data users, AFV and the corporate employers individually determine the purposes and means of processing Personal Data, subject to the provisions set out in the Terms of Use and this Privacy Policy. AFV and the individual employers are also individually responsible to ensure the protection of Personal Data under their charge
16. Written requests for access to Personal Data or correction and/or deletion of Personal Data or for information regarding policies and procedures and types of Personal Data handled by AFV may be sent to [pdpa@debiwellness.com](mailto:pdpa@debiwellness.com).