

C.T. WORLD DEVELOPMENT SDN BHD (523633 M)

TERMS OF USE

When you access, browse or use this website, you hereby accept without limitation or qualification the terms and conditions set forth below.

We, **C.T. World Development Sdn Bhd** and its subsidiaries, related and associate companies (collectively, “C.T. World”, “we”, “our” or “us”) are committed to respecting and protecting your privacy. This Privacy Notice & Disclaimer (“Notice”) is issued in accordance with the Personal Data Protection Act 2010 (“PDPA”) and all relevant Malaysian laws and regulations, and it explains how we collect, use, disclose, and protect your personal data. For the purpose of this Notice, the terms “personal data” and “processing” shall have the same meaning as prescribed in the Act. The nature of your relationship with us falls within the meaning of “commercial transactions” as envisaged under the Act.

DEFINITION

“**Authorised Third Parties**” means C.T. World’s bankers, professional advisors, agents, consultants, contractors, business partners, agents or third-party suppliers or service providers with whom C.T. World enters into an agreement, and any such third party requested or authorized by you for any of the purposes below;

“**Personal Information/Data**” means any personal information relating to you that you have provided to C.T. World or made available to C.T. World;

“**Sensitive Personal Information**” comprises information as to your physical or mental health or condition, political opinions, religious beliefs or other beliefs of a similar nature, commission or alleged commission of any offence, or any other personal information designated as such; and

“**Services**” comprises any communications, information or other products or services provided by C.T. World to you.

PARENTAL CONSENT FOR MINORS

If you are below the age of 18, you must obtain prior consent from your parent or legal guardian before accessing or using C.T. World’s services.

CONSENT

We wish to inform you that your personal data is being processed by us, C.T. World Development Sdn Bhd or on our behalf and you hereby give your consent to the processing of your personal data.

DESCRIPTION OF PERSONAL DATA

We may collect a variety of personal data (including sensitive personal data) from you from time to time including but not limited to name, date of birth, age, a copy of Malaysian National Registration Identification Card (“NRIC”), a copy of passport, a copy of birth certificate, a copy of marriage certificate, gender, NRIC number, passport number or such other personal identification number, nationality, race, e-mail address, postal address, contact number, fax number, marital status, occupation, photographs, CCTV images and footages, title/salutation, property details, loan details, introducer’s details, lifestyle data, recent travel history, bank account details, credit card details, results of background/credit checks, criminal record (if any), other personal data which is submitted or made available by you to us from time to time and all other personal data we collect again from you on any subsequent occasion. The types of personal data that we may collect would depend on the circumstances of the collection, the nature of the services involved or our dealings with you. Where relevant, we may be required by laws, including without limitation the Housing Developers (Control and Licensing) Act 1966, Strata Management Act 2013, Strata Titles Act 1985, Strata Titles (Amendment) Act 2013, Contract Act 1950, to collect certain personal data from you.

PURPOSES

Your personal data is being or is to be collected and further processed by us for the following purposes (where relevant):

- To facilitate any sales transaction including without limitation to preparation of the relevant sales documents and customers’ administration;
- To perform pre-contractual activities and our contractual obligations with you including enforcing any of the terms in the agreements between us, where such action is necessary to protect and defend our rights or property.
- To ensure the performance by you of your pre-contractual activities and contractual obligations to us
- To conduct background checks and credit reference checks and verifying your credit worthiness, where necessary;
- To verify and carry out financial transactions in relation to payments made by or to you and administering and processing any payments related to products and/or services requested or provided by you;
- To verify and record your personal particulars including comparing it with information from other sources and using the information to communicate with you;
- To provide you with information on our company, our group of companies and business partners’ products and services unless you have otherwise notified us that you do not wish for us to process your data for such purpose;
- To comply with any order of court or directive from authorities investigating any alleged offence, misdeed and/or abuse or to enforce any of the terms in the agreements between us, where such action is necessary to protect and defend our rights or property;
- To allow you to connect to the wifi facilities provided by us or our service provider

- To allow you to access any online platforms or sites owned, operated or managed by us or on our behalf (“**Platform**”);
- To grant you access to any relevant facilities, including without limitation the premises/facilities owned, operated or managed by us or on our behalf (“**Our Premises**”);
- To communicate with you and dealing with administration, billings, complaints, queries and any other purposes relating to your property;
- To administer and give effect to the commercial transactions with you and obtaining professional advice;
- For purpose relating to the operation, management and/or maintenance of our Platform and Our Premises;
- To publish photographs, images or video footages of you, which are captured during your participation in any of our events (whether with or without your name), on the Platform or other social media or at our premises;
- To allow you to participate in contest/program of us (if any);
- To conduct internal business activities for our own internal survey;
- To provide you loyalty, privilege, improvement, appreciation, recognition, benefits, rewards, rebates, discounts and other engagements programmes, marketing and promotional activities and such other strategic alliances;
- To send out invitations for C.T. World present and future project launches, events and exhibitions;
- To send out invitations for C.T. World present and future tendering/contracting exercises;
- To protect your safety and wellbeing and that of our other customers/patrons;
- To comply with the requirements, instructions, orders or, directives issued by any governmental agencies or regulatory and statutory authorities, and enforcing our rights; and/or
- For such other purposes related or ancillary to the foregoing.

SOURCE OF PERSONAL DATA

Please note that your personal data is sourced by us from the information you have provided us on the Platform, the forms submitted or completed by you or on your behalf (including without limitation sales forms, visitor/guest lists, inquiry forms or other online forms), when you visit our premises in person, CCTV recordings, cookies, communications between you and us, and all other information that you may provide to us from time to time. We may also obtain your personal information from publicly available information systems and reporting agencies in connection with our contract with you.

While we take all reasonable precautions to ensure that the personal information that we collect, use and disclose is accurate, complete and up-to-date. However, the accuracy of that information depends to a large extent on the information that you provide.

DISCLAIMER

All renderings, illustrations, photographs, show units, landscape amenities or accessories are shown for illustrative purposes only and do not represent the actual design, physical or structural details of the building. Nothing herein shall be construed as forming part of any offer, representation, or warranty unless expressly stated in the Sale and Purchase Agreement to be entered into between the Developer/Vendor and the Purchasers.

Plans, specifications, materials and other information contained herein are intended to give a general indication of the proposed design only and are subject to change and/or amendments as may be required by the developer/vendor or as directed by the relevant authorities or consultants. All areas and measurements are approximate only and subject to final survey. All features, fixtures, fittings, goods, accessories and furniture reflected or displayed in the show units are strictly for display purposes only and are not part of the final amenities and finishes. Any models of furniture or electrical appliances provided are up to the developer/vendor's discretion and do not form part of any contract or warranty.

While every reasonable care has been taken in preparing this website / publication / banner / poster and in constructing the scale models and sales gallery / show unit, the developer / vendor and its related companies, representatives, consultants and agents accept no responsibility for any inaccuracies or omissions, if any. The said Sale and Purchase Agreement shall embody all the terms and conditions agreed upon by the parties, and shall override any prior discussions or correspondence, whether written, oral, or in any other form.

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LINKS TO OTHER WEBSITES

The linkage to other websites provided herein are merely for your convenience and do not signify that C.T. World endorses such websites. C.T. World bears no responsibility for the contents of such other websites and shall not be held liable for any damages or injury howsoever arising therefrom. You shall view any of the linked websites at your own risk.

INDEMNITY

You shall indemnify and keep C.T. World indemnified against all claims, damages, actions and proceedings made or brought against the C.T. World arising from your use of this website and/or any breach of terms in relation there to by you.

INTELLECTUAL PROPERTY

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The trademarks, logos, characters and service marks (collectively "Trademarks") displayed on this website belong to C.T. World. Nothing contained on this website should be construed as granting any license or right to use any Trademark displayed on this website. Any use/misuse

of the Trademarks displayed on this website, or any other content on this website, except as provided in these Terms and Conditions, is strictly prohibited. C.T. World reserves the rights to bring any action arising from the improper or unauthorised use of this website, including any action for infringement of its trademarks and other intellectual property rights.

ACCESS TO, CORRECTION OF AND LIMITING THE PROCESSING OF PERSONAL DATA

You have the right to request access to and correction of your personal data or limit the processing of your personal data upon payment of a prescribed fee, if any. We reserve the right to charge a fee for searching for and providing access to and / or correcting your information.. However, this may result in us being unable to provide you with any of our services/products, such as in circumstances where geographic changes or limitations affect our ability to continue delivering the relevant services. You have the right to withdraw your consent which was previously given (whether in full or in part), subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be affected by providing us with a notice in writing. Please note that any individual who have provided his / her Personal Information/Data prior to this Policy, may contact C.T. World using the contact details set out below to know what types of personal information have been processed and the purpose for the processing. If you withdraw your consent to any use of your personal data, we may not be in a position to continue to administer any existing contractual relationship, which in turn may result in the termination of any agreements with us.

C.T. World reserves the right to refuse to provide you with access to or to correct your personal information, provided that such refusal is made in accordance with the provisions of the Personal Data Protection Act 2010 and/or any applicable law which will be accompanied

by a written explanation stating the reasons for such refusal.

SECURITY MEASURES AND DISCLOSURE OF PERSONAL DATA

We take personal data security seriously when processing your personal data subject with your express consent except for the purposes and where it is required or permitted under Malaysian law.

We will put in place practical steps to protect your personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction as required by law.

We may disclose your personal data to our third party service providers/suppliers; our business partners; joint management body, management corporation, residents'/owners' association or other body/entity formed or to be formed in relation to our development projects; our professional advisors; credit reporting agencies; your immediate family members and/or contact person (in case of emergency); our potential assignee, assignor, transferee, transferor, acquirer or acquiree in respect of our rights, interests and properties; such third party as requested for or authorised by you; safety and security personnel; third parties due to any corporate restructuring exercise; governmental departments/ agencies, regulatory and statutory bodies, health authorities/hospitals; and/or other third parties for any of the Purposes. In addition to the foregoing, your personal data may be disclosed to parties located in places outside of Malaysia.

SENSITIVE PERSONAL INFORMATION

Where required under Malaysian law, C.T. World will obtain written consent from you before we process your sensitive personal information.

C.T. World will process personal information or sensitive personal information without your consent only in those limited circumstances as permitted by Malaysian law.

PERSONAL DATA RETENTION PERIOD

We retain your personal data for as long as necessary and appropriate to fulfill the purposes stated above, in accordance with our internal policies, regulatory obligations, and applicable legal and accounting requirements.

THIRD PARTY PERSONAL DATA

We may require your assistance if the personal data relating to other persons is required to process your personal data for the Purposes and you hereby agree to use your best endeavors to assist us when required.

In the event that personal data of any third party is supplied by you to us, you shall ensure that such third party has read this Notice and consented to us collecting his/her personal

data for any of the Purposes prior to the supply of his/her personal data to us.

OBLIGATORY PERSONAL DATA

It is obligatory that you supply us the details marked or specified as compulsory in our forms (collectively, “compulsory personal data”). If you fail to supply us with any of the compulsory personal data, it may result in :-

- the inability of parties to formalise any contract and/or agreement; and/or • the inability for us to provide you with updates on our business, projects, products and/or services; and/or
- the inability to complete commercial transactions in relation to our projects, products and/or services; and/or
- the inability to comply with any applicable law, regulation, direction, court order, by laws, guidelines and/or codes applicable to us.

We may refuse to process your personal data for any of the purposes and/or result in us being unable to offer you our services.

AMENDMENTS

We reserve the right to modify, update, or amend the terms of this Notice at any time by publishing the updated Notice on the Platform. By continuing to communicate with us, engage our services, or access the Platform after such publication, you are deemed to have accepted and agreed to the revised terms of this Notice.

IP ADDRESSES AND COOKIES

When you visit C.T. World’s sites, its web servers generally record anonymous information such as the time, date and URL of the request. This information assists C.T. World to improve the structure of its websites and monitor their performance. From time to time C.T. World may also use authorised third parties to analyse this anonymous information.

C.T. World also collects Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. C.T. World collects and manages IP addresses as part of the service of providing internet session management and for security purposes.

C.T. World’s websites may transmit a “cookie” to your computer. A cookie is a package of data that allows C.T. World’s server to identify and interact more effectively with you without having to spend time on identifying each user, thereby also providing additional login convenience. You may configure and personalize its current browser to refuse, reject or delete such cookies.

INTEREST BASED ADVERTISING

Interest based advertising is a way of making advertisements more relevant to you based on personal information provided by you. In order to provide you with interest based advertising, C.T. World may collect information about your activities and use that information to associate you with one or more pre-defined interest categories. C.T. World may periodically provide you advertisements that are tailored to your interests.

C.T. World may from time to time, contact you on behalf of external business partners about particular goods, offers or services that may be of interest to you. In those cases, personal information that may identify you will not be transferred to the third party. All communication from C.T. World will be sent to you by C.T. World.

If you do not wish to receive our promotional updates you may opt-out of receiving these communications by emailing us at pdpa@ctworld.com. Please note that should you decide to “opt-out”, we may not be able to provide you with certain services and your subscription to or application for certain services may be declined, denied or refused by C.T. World.

GOVERNING LAW AND JURISDICTION

The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and you shall submit to the jurisdiction of the courts of Malaysia.