

WEBSITE TERMS OF USE AND DISCLAIMER

1. Ownership and Intellectual Property

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2. Acceptance and Modifications

By accessing or using this website, you agree to comply with and be bound by these terms and conditions without limitation or qualification. The Company reserves the right, at its sole discretion, to amend, alter, modify, add, or delete these terms at any time without notice. Use of this website after the posting of such changes constitutes your agreement to be bound by the revised terms from the date of posting.

If you do not agree with these terms, you should immediately discontinue use of this website.

3. Disclaimer and Limitation of Liability

The information, materials, and content provided on this website are for general information purposes only. The Company makes no representation or warranty, express or implied, as to the accuracy, completeness, timeliness, reliability, or non-infringement of proprietary rights of any information, materials, or content provided herein.

To the fullest extent permitted by law, the Company, its subsidiaries, affiliates, directors, employees, agents, and representatives expressly disclaim all liability or responsibility for any loss or damages of any kind whatsoever (including, without limitation, direct, indirect, special, consequential, incidental, punitive, exemplary, or economic loss) suffered or incurred by you or any other person, howsoever arising (whether in contract, tort, negligence, or otherwise), in connection with or as a result of:

- (a) use of or inability to use this website;
- (b) any errors, omissions, or inaccuracies in the information contained herein;
- (c) any content or information on this website that infringes the rights of any third party;

- (d) any intrusion, attack, virus, worm, Trojan horse, macro, or other harmful components transmitted through this website;
- (e) any linked third-party websites; or
- (f) any unauthorised access to or alteration of your transmission or data.

You use this website at your own risk. All content is provided “as is” and “as available,” without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, title, or freedom from computer virus or harmful components.

4. **Third-Party Content and Links**

This website may contain information or materials provided by third parties, such as tenants, licensees, or financial institutions, which are published for reference and convenience only. The Company does not operate or control these third-party sites and is not responsible for their accuracy, reliability, or privacy practices. Access to linked websites shall be at your own risk.

5. **Cookies**

A cookie is a small text file which is copied onto your hard disk by a website. Cookies do not cause any damage to your computer and do not contain any viruses. The cookies from this website do not cover any personal data about you. You can disable the use of cookies at any time via the settings in your browser. As a rule, cookies are only used on this website for the length of your session for the purpose of anonymous, statistical assessments and improving the user-friendliness of this website. Cookies may occasionally serve an additional purpose in certain sections of this website. You will be informed of this, if you access one of these sections.

6. **Security**

This website has security measures in place to protect the loss, misuse and alteration of the information under our control. When a user is asked to provide his/her credit card information, the Company provide a secure environment through our partners' systems (using industry standard SSL or SET protocols) for this purpose. For the internet, unfortunately, no data transmission over the internet can be guaranteed as completely secure. So while we strive to protect such personal data, we cannot ensure or warrant the security of any personal data transmitted to us and individuals do so at their own risk. Once any personal data comes into our possession, we will take reasonable steps to protect that information from misuse and loss and from unauthorized access, modification or disclosure. A username and password may be essential for you to use some sections of this Website. For your own protection, we require you to keep these confidential and to change your password regularly (if required).

7. **Indemnity**

You agree to indemnify, defend, and hold harmless the Company, its subsidiaries, affiliates, directors, employees, agents, and representatives from and against all claims, actions, damages, losses, liabilities, and expenses (including legal fees) arising from or relating to your use of this website or any breach of these terms.

8. Website Availability and Modifications

The Company reserves the right to modify, update, suspend, discontinue, or restrict the use or access to this website or any portion thereof at any time without notice or liability.

9. Prohibited Linking

You must not create any link to this website or frame any part of it without the Company's prior written consent.

10. Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the Malaysian courts.

11. Entire Agreement and Severability

These terms constitute the entire agreement between you and the Company in relation to the use of this website. If any provision of these terms is held invalid, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

12. Email Sent

All email messages sent to the addresses listed on this website becomes the property of the Company. The Company reserves the right, but shall not be obligated to, publish any email message received, in whole or in part, or make such other use as the Company in its sole discretion sees fit.

13. Online Privacy Statement

In compliance with the Personal Data Protection Act 2010, the Company respects and protects the privacy of users of this website. Please refer to our Personal Data Protection Notice / Privacy Notice available on this website, which explains how we collect, use, disclose, and protect your personal data.

PERSONAL DATA PROTECTION NOTICE / PRIVACY NOTICE
(Prepared in accordance with the Personal Data Protection Act 2010)

1. Introduction

This Notice is issued by **ICSD Ventures Sdn Bhd** (“we”, “our”, or “us”, and shall include our subsidiaries, associates, related and affiliated companies, whether present or future, both local and international) to all individuals who have dealings or transactions with us, including our tenants, valued customers and prospective customers to explain how we collect, use, disclose, and protect your personal data in accordance with the **Personal Data Protection Act 2010 (PDPA)** which is enacted to regulate the processing of personal data.

We respect your privacy and are committed to safeguarding your personal data. By interacting with us, participating in our activities, or using our facilities, services, or websites, you consent to our processing of your personal data as described herein.

2. Collection of Personal Data

We may request for or collect the personal data directly from you or through third parties in various ways, including but not limited to:

- participation in events, contests, loyalty or redemption programmes;
- completion of registration forms, surveys, or feedback submissions (online or physical);
- use of our website, mobile applications, or Wi-Fi services;
- CCTV and video surveillance within the mall;
- incident or lost-and-found reports;
- leasing, enquiries, and customer communications.

The personal data may also be obtained from third parties such as our affiliates, service providers, tenants, licensees, contractors, public authorities, or from publicly available sources.

If you provide personal data of another individual (e.g., family member or representative), you confirm that you have obtained that individual’s consent for such disclosure and processing.

3. Types of Personal Data

For the purpose of this Notice, “**Personal Data**” shall have the meaning assigned to it under the PDPA, which includes any information in respect of commercial transactions that relates directly or indirectly to an individual who is identified or identifiable from that information or from that and other information in our possession.

Such Personal Data may include, but is not limited to, the following:

- Personal details (name, age, date of birth, national registration identity card number / passport number, gender, marital status, race, ethnic origin, nationality, address, occupation, employer’s details and income information);
- Contact details (address, phone number, email address);
- Transaction and financial details (payment, redemption, or refund records);
- Digital identifiers (IP address, device information, cookies);

- Photographs, images, or video recordings (including CCTV footage) captured, provided, or submitted to us during events, activities, or transactions;
- Information obtained via incident or complaint reports;
- Preferences, feedback, and marketing responses;
- information on your family members or representative; and
- such other relevant information as may be necessary to enable us to effectively provide you with our products and services or to facilitate any dealings or transactions with you, including but not limited to information relating to financing arrangements, property purchases, tenancy matters, or introducers, where applicable.

4. Purposes of Processing

The purposes for which we request, collect or obtain and/or process the Personal Data include but not limited to the following (“**Purposes**”):

General Operations

- administering and managing events, contests, promotions, surveys, loyalty or redemption programmes, and other marketing or public activities;
- the delivery, management and improvement of our products and services;
- purposes specifically related to or provided for under any product, service, transaction, or programme offered by us;
- facilitating and processing transactions, agreements or contracts, including the sale, lease, management, or maintenance of properties and related facilities;
- entering into and performing the relevant agreements and/or contracts between the parties;
- verifying your identity, processing payments, refunds, deposits, and other billing matters;
- vacant possession, key handover, property or estate management, and/or defect rectification works;
- providing ancillary administrative and management services, attending to your enquiries and enabling resolution of concerns or complaints;
- managing customer relationships, service quality, and feedback;

Legal, Compliance, and Risk Management

- meeting any legal, regulatory, and statutory obligations and making disclosures required under applicable laws, regulations, directions, guidelines, by-laws, circulars, or codes applicable to us;
- conducting credit assessments, due diligence, and other necessary checks;
- preventing, detecting, and/or investigating any crime or potential offence, including but not limited to fraud, money laundering, and bribery;
- protecting and enforcing our contractual and legal rights, property, and interests, and managing disputes or claims;
- facilitating audits, internal record keeping, business continuity, and risk management purposes;

Customer Engagement and Marketing

- post–vacant possession or post–transaction services, such as customer loyalty programmes, community management, or club house services;
- client profiling, market research, and analysis for service and business improvement;
- organising events or activities hosted by the Group;

- sending you information, marketing or promotional materials about our products, services, offers or those of selected third parties by post, email, telephone, text message, or social media (where you have consented);

Corporate and Administrative

- supporting or participating in any corporate exercises including mergers, acquisitions, or restructuring;
- maintaining the security, safety and operational integrity of our premises, including CCTV monitoring, access control, and incident management;
- conducting research, benchmarking, and statistical analysis; and
- any other purposes directly related, ancillary, or incidental to the foregoing.

5. **CCTV and Security Surveillance**

Our premises are under **video and camera surveillance** for safety and asset-protection purposes. CCTV recordings may capture your image and may be disclosed to law enforcement agencies, insurers, security contractors, or relevant authorities where necessary. Such recordings are stored securely and accessed only by authorised personnel.

6. **Website, Online and Digital Data**

When you visit our website or use our mobile app, our servers may automatically collect technical information such as:

- IP address, browser type, operating system, date/time of access; and
- pages visited, duration of sessions, and downloads.

This information is used for security monitoring, system administration, and statistical analysis, and is not used to personally identify you unless required by law.

7. **Cookies**

Our website uses cookies to enhance user experience, remember preferences, and enable shopping or registration functionality. You may disable cookies in your browser settings; however, this may affect certain website features.

8. **Disclosure of Personal Data**

The Personal Data provided to us will generally be kept confidential. However, the Personal Data may be disclosed, disseminated and/or transferred to companies within our group, affiliates, and related corporations, or to any third party organisations or persons, including the following:

- our business partners and affiliates that provide related services or products in connection with our business;
- third party property management companies/entities in respect of the management of property or properties that has or have been purchased or leased or rented from us;
- property owners, tenants, licensees, and occupiers within the mall;
- our appointed service providers in relation to our loyalty programs, for the purpose of delivery of gifts redemption and services;

- regulatory bodies, government agencies and statutory authorities;
- our contractors, sub-contractors, third party service or product provider;
- marketing or analytics agencies (where consented);
- our auditors, consultants, accountants, lawyers and/or legal, financial or professional advisors;
- prospective transferees in the event of sale, merger, or reorganisation; and
- any other person to whom such disclosure is authorized by you, or is required by law or regulatory requirement or pursuant to a court order,

(notwithstanding that any such persons may be outside Malaysia), for the purpose of fulfilling our obligations in respect of the Purposes and all such other purposes that are related to the Purposes or any other purpose for which the Personal Data is to be disclosed at the time of its collection.

9. Security of Personal Data

The Group shall keep and process the Personal Data in a secure manner. The Group endeavours, where practicable, to implement the appropriate administrative and security safeguards and procedures to prevent the unauthorized or unlawful processing of the Personal Data and the accidental loss or destruction of or the unauthorized access of the Personal Data.

10. Retention and Deletion

Your personal data will be retained for as long as necessary to fulfil the purposes stated above or as required by law. CCTV recordings and digital logs are retained only for a limited duration unless required for investigation or enforcement. You may request deletion of your personal data, which will be processed subject to legal or operational requirements.

11. Your Rights and Choices

You have the right to:

- access and obtain a copy of your personal data;
- request correction of inaccurate or incomplete data;
- withdraw or limit consent to processing;
- opt out of receiving marketing materials.

To exercise these rights, please contact us (see Section 13). A reasonable administrative fee may apply for data access requests, in accordance with the PDPA.

12. Consent and Optional Provision

Providing personal data is generally voluntary, except where required for a specific service, transaction, or participation. Failure to provide mandatory data may prevent us from fulfilling your request or offering certain services.

13. Contact Information

Any queries, concerns or complaints in relation to this Notice or relating to any matter concerning the Personal Data can be made or addressed to:



ICSD Ventures Sdn Bhd

Address: Level 5, Centre Management Office, Harbour Mall Sandakan, 90000 Sandakan, Sabah.

Contact No.: 089-276 888

Fax No.: 089-276 999

14. Updates to this Notice

This Notice may be reviewed and updated from time to time. The latest version will be available on our website and premises. Continued interaction with us following such updates constitutes acceptance of the revised Notice.