

Privacy Policy

Last Updated: 16 April 2025

At Centre For Entrepreneur Development And Research (CEDAR) Sdn Bhd, your privacy is of utmost importance to us. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our services. By using our services, you consent to the practices described in this policy.

Personal Data Protection Notice

This notice is issued in accordance with the requirements of the relevant data protection laws including Personal Data Protection Act 2010 (“PDPA”) to outline how we collect, use, and safeguard your personal data.

“Personal Data” is defined in the PDPA and generally refers to any information that relates directly or indirectly to you, from which you may be identified, and includes sensitive personal data and expressions of opinion which regards to you.

1. Purpose of This Privacy Policy

This Privacy Policy applies to any individual whose personal data is in our possession or under our control collected by us through the following means, including but not limited to:

1.1 ELSA Website and Mobile Application

We may, directly or indirectly, collect your Personal Data that you knowingly and voluntarily provide when you sign up with us through ELSA Website and Mobile application (“App”), including login account details and ELSA assessment results.

1.2 CEDAR Websites

All consumer-directed websites operated by CEDAR, including social media platforms, customer hotlines, and other services made available to you by us, including other pages managed by us on third-party social networks.

1.3 Other ELSA Platforms

Any additional ELSA social media platforms, marketing or customer hotlines.

1.4 Registration Forms

Personal Data provided through online or offline registration forms, whether submitted via post, during in-person events, or through campaigns.

1.5 Events or Campaigns

Personal Data collected at any CEDAR events or campaigns.

1.6 ELSA Business Support

Communication through email at SmeBank-ElsaSupport@smebank.com.my.

This Privacy Policy does not apply to information that is beyond our possession, control, or power.

2. Personal Data We Collect

If you choose to transact with ELSA for any products and / or services or use ELSA's Portal, you will be asked to provide your Personal Data such as (but is not limited to) name, identification card number, date of birth, gender, mailing address, phone number(s), email address(es), contact preferences, marital status, citizenship, education and language preferences.

We may collect the following types of data:

2.1 Personal Contact Details

This refers to contact details that enable us to contact you personally, such as your full name, residential or mailing address, phone number, or email address. In certain cases, it may include information you provide about someone else (e.g., when sharing a friend's email address for a referral program).

2.2 Account Login Information

This includes credentials required to access your account, such as usernames, passwords, and any two-factor authentication tokens. These details are used exclusively to authenticate and secure your access to our systems. We implement encryption and other security measures to protect this data from unauthorized access or disclosure.

2.3 Demographic Information

We may collect demographic details such as your date of birth, age, gender, nationality, race, ethnic origin, or other related data to personalize your experience and comply with regulatory requirements.

2.4 Technical Computer Information

This encompasses data such as your device's IP address, operating system, browser type, and other related technical details. This data is collected to ensure website functionality, optimize user experience, and enhance cybersecurity.

2.5 Website Usage Information

We gather data on how you interact with our websites, applications, and advertisements, including the pages you visit, links you click, the duration of visits, the date and time of access,

referring sites, and other similar statistics. This data helps us analyze and improve our services.

2.6 Further Documentation for Verification Purposes Undertaken By Us

For regulatory and security purposes, we may require additional documentation to verify your identity or eligibility, including government-issued identification documents, business registration details, or proof of address (e.g., utility bills). This data is processed strictly for compliance, fraud prevention, and service eligibility assessments.

2.7 Consumer Generated Content

This refers to any content you create and willingly share with us or others via uploads to our websites, applications, or social media platforms (e.g., comments, reviews, photos, or videos).

2.8 Social Network Information

This includes data that is part of your profile on a third-party social network (such as but not limited to Facebook) and that you allow the third-party social network to share with us.

2.9 Mandatory and Voluntary Data

The Personal Data we request from you may be classified as mandatory or voluntary, depending on the product or service. Mandatory fields will be clearly indicated in the medium used to collect your Personal Data. If you choose not to provide the required mandatory Personal Data or withdraw your consent for its processing, you agree that we may cease providing the relevant products or services without incurring any liability, notwithstanding any existing agreements between you and us.

2.10 Other Information

We may collect additional data that is necessary for specific campaigns, forms, features, or services that you choose to use or request.

3. How We Use Your Information

We collect and process your Personal Data for various purposes, as outlined below. By providing your data, you unconditionally consent to its use and/or processing for the following purposes:

3.1 Identity Verification

To verify your identity using reputable sources, including public repositories. CEDAR takes appropriate measures to ensure the quality and accuracy of information collected from third parties.

3.2 Application Assessment

To evaluate your application for products or services offered by ELSA.

3.3 Notifications

To inform you about new information that has been captured or processed about you.

3.4 Claims Handling

To investigate, respond to, or defend claims involving ELSA.

3.5 Enquiries

To respond to your enquiries and provide necessary assistance.

3.6 Complaint and Transaction Investigations

To address complaints or investigate suspicious transactions.

3.7 Service and Product Improvement

To conduct research for the enhancement of our products and services.

3.8 Product and Service Updates

To notify you about changes, benefits, or new features of our products and services, including new offerings.

3.9 General Operations and Maintenance

To manage the general operation of our products and services, including activities such as accounting (billing and auditing), statistical and marketing analysis, information systems management, system testing, maintenance and development, operational support, customer surveys, and relationship management. These activities help us tailor our services to better meet your preferences and requirements.

3.10 Third-Party Products and Services

To provide you with information about third-party products and services that may be of interest to you, unless you request otherwise.

3.11 Legal and Regulatory Compliance

To fulfill any other purposes required or permitted by applicable laws, regulations, guidelines, and relevant regulatory authorities.

4. How We Share Your Personal Data

We are committed to protecting your privacy and will only disclose your Personal Data under the following circumstances:

4.1 Legal Requirements

Your Personal Data will be disclosed to government bodies, authorities, or third parties when required by law, subpoena, or other legal processes.

4.2 Protection of Rights and Property

We may disclose your Personal Data as permitted by law to protect the rights or property of ELSA, our customers, our website, or its users.

4.3 Authorized Companies and Data Processors

We may share your Personal Data, in part or in full, with contracted or authorized companies, such as our data processors, for the purpose of delivering our products and services efficiently.

4.4 Internal Sharing

If you sign up with ELSA, your Personal Data may be shared, where necessary and on a need-to-know basis, with companies within the CEDAR group to serve you in the most efficient manner possible.

4.5 Third Parties

Your Personal Data may be disclosed to the following parties for specific purposes:

- a) CEDAR's group of companies, which shall include SME Bank, its holding company, its subsidiaries, related companies and associated companies.
- b) Companies or organizations that act as our agents, contractors, service providers, or professional advisers.
- c) Companies or organizations that assist in processing and provide you with products and services you have subscribed to or requested.
- d) Law enforcement agencies, as required to comply with legal obligations.
- e) Government agencies, where applicable.

4.6 Preferred Merchants and Strategic Partners

In certain instances, we may share your Personal Data with preferred merchants and strategic partners. We take reasonable steps to ensure that any agreements with these parties include appropriate privacy and confidentiality obligations.

If you do not wish your Personal Data to be shared with third parties, you may contact us at SmeBank-ElsaSupport@smebank.com.my and we will honor your latest written instructions.

Transfer of Your Personal Data Outside of Malaysia

In certain circumstances, your Personal Data may be stored on servers located outside Malaysia. In such instances, we will take reasonable steps to have the service providers to be legally compelled on protecting your Personal Data at a standard of protection comparable to the protection under PDPA and to be in compliance with other applicable laws.

Safeguards Against Unauthorized Disclosure

We are committed in ensuring that your Personal Data is not disclosed to any unauthorised third party. We take all reasonable measures to protect the confidentiality and security of your data.

5. Accuracy of Your Information

You hereby warrant and undertake that all Personal Data provided to us is true, accurate, current, and complete. You agree to maintain the accuracy of such Personal Data and to update it promptly if there are any changes.

By submitting your Personal Data, you further warrant that:

- a) You either own or have the legal rights to provide all submitted data and content.
- b) Your submission does not infringe on the rights of any third party or violate applicable laws.

Failure to comply with these obligations may affect our ability to provide you with our services effectively.

6. Accessing Your Personal Data

We value your rights and provide you with various options regarding the collection and use of your Personal Data. Below is an outline of your choices:

6.1 How to Opt-Out

If you do not wish to receive communications and/or services from the CEDAR website or its brands:

- a) Do not opt-in for those communications or services during registration.
- b) If you have already opted-in and wish to opt-out, log in to your profile on our website or application and update your preferences by unchecking the box for marketing materials.

6.2 Handling Unsolicited Communications

If you receive an email, message, or other contact you are not expecting:

- a) Every email marketing communication sent by us includes an option to unsubscribe from future communications.
- b) Follow the unsubscribe process or directions provided in the email to discontinue receiving further marketing materials.

6.3 Reviewing Your Opt-In Status

To verify whether you are opted in for marketing communications:

- a) Log in to your profile on our website or application and check the marketing materials section.
- b) If the box for marketing materials is unchecked and you still receive marketing communications, please contact us at SmeBank-ElsaSupport@smebank.com.my for assistance.

6.4 Reviewing or Updating Your Personal Data

You may review or update any Personal Data we have collected about you by logging into your profile on our website or application. If you have questions or complaints about this Privacy Policy or wish to review or update your Personal Data, please contact us through any of the following:

- a) Email: SmeBank-ElsaSupport@smebank.com.my
- b) Contact Us Page: Visit our website at elsa.my

We are committed to addressing your concerns promptly and ensuring your Personal Data privacy rights are respected.

7. Data Retention

We retain your Personal Data only as long as necessary to provide services or comply with legal obligations.

8. Changes to This Privacy Policy

We may review and update this Privacy Policy from time to time to reflect changes in the law, our business practices, procedures, structure, and the evolving privacy expectations of the community.

The latest version of this Privacy Policy will always be made available on our official website for your reference. It is your responsibility to periodically review this Privacy Policy to stay informed about how we manage and protect your personal information.

Please note that we are not obligated to notify you individually of updates to this Privacy Policy. Your continued use of our products, services, and platforms after any changes are made signifies your acceptance of the updated Privacy Policy.

9. Contact Us

For questions or concerns about this Privacy Policy, please contact us at:

- a) Email: SmeBank-ElsaSupport@smebank.com.my
- b) Mail: Level 5, Menara SME Bank, Jalan Sultan Ismail, 50250, Wilayah Persekutuan Kuala Lumpur.

Security Policy

Centre For Entrepreneur Development and Research (CEDAR) Sdn Bhd is committed to protecting the integrity, confidentiality, and availability of your information. This Security Policy outlines the measures we take to safeguard your data.

1. Data Security Measures

We implement industry-standard measures to protect your data:

1.1 Encryption

All sensitive data is encrypted during transmission and at rest using advanced encryption standards.

1.2 Access Controls

Data access is restricted to authorized personnel only. Employees undergo regular security training.

1.3 Firewalls and Intrusion Detection

Our systems are secured with firewalls and monitored for suspicious activities.

2. Data Security

CEDAR is committed to maintaining the highest standards of data security to protect the privacy and confidentiality of your Personal Data. We implement robust security measures and limit access to your Personal Data to authorized employees only. Furthermore, we employ physical, electronic, and procedural safeguards to protect your information against loss, misuse, damage, modification, unauthorized access, or disclosure.

Key features of our security measures include:

- a) A dedicated group of Information Security specialists who design, implement, and oversee our information security program.
- b) Deployment of advanced technologies, such as firewalls, to safeguard systems and data.
- c) Comprehensive testing of the security and operability of products and services prior to their deployment on the Internet, as well as ongoing scanning for publicly known vulnerabilities.
- d) Internal and external reviews of our websites and services to identify and address potential risks.
- e) Continuous monitoring of our systems infrastructure to detect and prevent weaknesses and potential intrusions.

- f) Controls to effectively identify, authenticate, and authorize access to our systems or websites.
- g) Protection of non-public communications through encryption or other secure methods.
- h) Storage Security: All electronic storage and Personal Data transactions are protected and stored using appropriate security technologies to ensure the confidentiality and integrity of your data.

These measures are part of our unwavering commitment to safeguarding your personal information and ensuring your trust in our platforms and services.

3. User Responsibilities

While we implement robust security measures, users are also responsible for:

- a) Keeping their account credentials secure.
- b) Reporting any suspicious activity immediately.

4. Changes to This Security Policy

We may update this Security Policy to reflect new technologies or practices. Updates will be communicated through our website or email notifications.

5. Contact Us

For questions or concerns about this Security Policy, please contact us at:

- a) Email: SmeBank-ElsaSupport@smebank.com.my
- b) Mail: Level 5, Menara SME Bank, Jalan Sultan Ismail, 50250, Wilayah Persekutuan Kuala Lumpur.

Terms of Use

These Terms of Use, along with the documents referenced herein (collectively, the “Terms”), govern your use of the ELSA mobile application (the “App”). Centre for Entrepreneur Development and Research (“CEDAR,” “we,” “us,” or “our”) grants you the right to use the App in connection with your employer’s participation in the ELSA Program, subject to these Terms and any applicable rules set by Apple Inc. (“App Store Rules”) and Google Inc. (“Play Store Rules”). These rules govern the use of their respective app distribution platforms, available at:

- App Store: <https://www.apple.com/itunes>
- Play Store: <https://play.google.com/store>

By using the App, you (“User”) agree to comply with these Terms.

1. Important Notices

1.1 Acceptance of Terms

Please read these Terms carefully before downloading, installing, or using the ELSA mobile application (“App”). By proceeding with the download, installation, access, browsing, or use of the App, you acknowledge and agree to be bound by these Terms, which form a legally binding agreement between you and Centre for Entrepreneur Development and Research (“CEDAR”). These Terms also apply for the benefit of CEDAR’s affiliated companies (“the SME Bank Group”) regarding the use of the ELSA App and its functionalities. If you do not agree to these Terms, you are not permitted to use the App and must immediately cease any download, installation, or use of the App.

1.2 General Information Disclaimer

The content provided within the App is intended for general informational purposes only. Users should not rely on the information within the App for risk prevention, risk mitigation, or as an explanation of coverage or benefits under any insurance policy. If you are a customer of the SME Bank Group, you may be subject to separate agreements with CEDAR. These Terms govern the use of the App and do not modify or override any other contracts or agreements between you and the SME Bank Group. For more information on any applicable services or products offered by CEDAR, please refer to your policy documentation or contact your Relationship Manager or an SME Bank customer service representative.

1.3 Technical Support & Contact Information

If you experience technical issues with the App or have questions regarding these Terms, you may contact CEDAR by sending an email to SmeBank-ElsaSupport@smebank.com.my.

1.4 Device Compatibility and Responsibility

To use the App, you must have a compatible device that meets the following minimum specifications:

- Apple Devices: iOS 14.0 or later, compatible with iPhone, iPad, and iPod Touch.
- Android Devices: Android 11 or later, with both accelerometer and gyroscope sensors.

Any compatible device to which you download the App will be referred to as a "Device" under these Terms. You confirm that you either own the Device or have obtained the necessary permission to install and use the App on the Device. You accept full responsibility for any use of the App on or through the Device, whether you own it or not. Additionally, you are solely responsible for ensuring that you have the necessary equipment and internet connection to access and use the App.

1.5 Account Access and Credentials

To access the App, you must have an active ELSA account. Your login credentials (email and password) will be sent to the email address you provided during the registration process.

1.6 Prohibited Use on Jailbroken or Rooted Devices

You are strictly prohibited from installing or using the ELSA Web Base or ELSA Mobile Application on jailbroken or rooted mobile devices. Unauthorized modifications to a mobile device's operating system ("jailbreaking" or "rooting") bypass security features, making the device vulnerable to security threats and fraudulent activities.

CEDAR strongly advises against using the ELSA Web Base or the ELSA Mobile Application on hacked or compromised devices, as doing so may:

- Expose your ELSA User ID, assessment data, or update notifications to unauthorized access.
- Lead to fraudulent attacks or unauthorized access to your account.
- Compromise the security of your information, making it vulnerable to misuse.

Liability Disclaimer: CEDAR expressly disclaims any liability for any loss, damage, or unauthorized transactions arising from the use of jailbroken or rooted devices. This includes, but is not limited to:

- Unauthorized instructions executed through compromised devices.
- Security breaches leading to data loss or unauthorized access.
- Malfunctioning, corruption, or failure of mobile devices, hardware, or software due to jailbreaking or rooting.

By using the ELSA App, you acknowledge and accept that CEDAR will not be held responsible for any consequences arising from the use of modified or compromised devices.

2. Acknowledgements

2.1 Applicability and Updates to the Terms

These Terms govern your use of the App, including any updates or enhancements. CEDAR reserves the right to modify or revise these Terms at its sole discretion, with or without prior notice. You are responsible for reviewing the most current version of the Terms periodically, as your continued access and use of the App indicate your acceptance of any revisions. If you do not agree to the revised Terms, you must discontinue your use of the App immediately.

2.2 App Updates and Compatibility

From time to time, updates to the App may be released via the App Store and Play Store. Depending on the nature of the update and the platform used to download the App, you may be required to install the latest version to continue using the App. Failure to update the App may result in limited functionality or inability to access certain features.

2.3 Legal Capacity and Representation

By using the App, you confirm that you are of legal age in your country to enter into a binding contract. If you are accessing the App as an employee or representative of a business or other entity, you represent and warrant that you are authorized to use the App on behalf of that entity and that you agree to these Terms on its behalf.

3. Privacy

Any Personal Data you submit through or in connection with the App is governed by our Privacy Policy, which may be updated from time to time.

Additionally, any Personal Data processed in connection with your participation in the ELSA Program may be subject to supplementary privacy notices issued by CEDAR. By using the App, you acknowledge and agree to the collection, processing, and handling of your personal information as outlined in the Privacy Policy and any applicable notices.

4. Disclosure of Personal Data

4.1 Authorized Disclosure and Use of Data

Subject to the Personal Data Protection Notice (in accordance with Personal Data Protection Act 2010), you expressly authorize and permit the disclosure of any information related to you, your ELSA Assessment, or any transactions conducted through the ELSA Web Base or ELSA Mobile Application to:

- CEDAR, SME Bank Group of Companies, Agencies, or Authorities having jurisdiction over

CEDAR for operational, business, regulatory, and cross-selling purposes.

- CEDAR's Preferred Merchants and Strategic Partners for marketing, promotional, and strategic alliance purposes.

CEDAR takes reasonable steps to ensure that agreements with its merchants and strategic partners include appropriate privacy and confidentiality obligations. If you wish to restrict data sharing, contact SmeBank-ElsaSupport@smebank.com.my.

Your Personal Data will not be disclosed to any unauthorized third party.

4.2 Data Access and Correction Requests

In accordance with the Personal Data Protection Act 2010 and the Development Financial Institutions Act 2002, ELSA users have the right to request:

- Data Access Requests: To obtain a copy of their Personal Data held by CEDAR.
- Data Correction Requests: To request corrections or updates to their personal information.

For further details on exercising these rights, please refer to the Personal Data Protection Notice at Personal Data Protection Act 2010.

5. Third-Party Content

The App may contain links to independent third-party websites or applications ("Third-Party Sites"). These Third-Party Sites are not under our control, and we do not endorse, monitor, or take responsibility for their content, privacy policies, or security practices.

By accessing or using any Third-Party Site, you acknowledge and agree that:

- CEDAR is not responsible for the availability, accuracy, or security of Third-Party Sites.
- CEDAR does not endorse or guarantee any content, products, or services provided by Third-Party Sites.
- You access and use Third-Party Sites at your own risk.

We expressly disclaim any liability for loss or damage you may suffer as a result of accessing or using Third-Party Sites. Users are encouraged to review the terms and privacy policies of any Third-Party Site before interacting with its content.

6. License

6.1 Grant of License

Subject to these Terms, the Privacy Policy, and the applicable App Store Rules and Play Store Rules, CEDAR grants you a non-exclusive, non-transferable, non-sublicensable, personal, limited, and revocable license to use the ELSA App on compatible devices. This license is granted solely for the purpose of helping users better understand and improve their business behaviors.

6.2 Restrictions and Revocation

Any use of the App beyond its intended purpose is strictly prohibited. CEDAR reserves all rights related to the App and may, at its sole discretion, revoke this license at any time without prior notice.

7. License Restrictions

7.1 Prohibited Uses

Except as expressly permitted under these Terms, and unless otherwise allowed by applicable law, you agree that you shall not:

- a) Copy, reproduce, republish, upload, post, transmit, or distribute any content provided by the App—including text, images, audio, and video—for public or commercial purposes, except as permitted by the App’s sharing function.
- b) Rent, lease, sub-license, loan, distribute, time-share, or translate the App in any form.
- c) Modify, alter, or integrate the App with any other programs or allow any portion of the App to be incorporated into another software or application.
- d) Disassemble, decompile, reverse-engineer, or create derivative works based on any part of the App.
- e) Sell, resell, or exploit the App, including its object and source code, in whole or in part, to any third party without prior written consent from CEDAR.
- f) Remove, obscure, or alter any copyright, trademark, or proprietary rights notices displayed within the App.

CEDAR reserves all rights not expressly granted under these Terms.

8. Additional Restrictions

8.1 Prohibited Conduct

You agree that you shall not:

- a) Use the App for any unlawful, criminal, or fraudulent purpose, including hacking, introducing malicious code, viruses, or harmful data into the App or its systems.

- b) Record, post, or transmit any content that is defamatory, threatening, abusive, offensive, obscene, indecent, discriminatory, objectionable, or that infringes upon the rights of any third party.
- c) Engage in any activity that damages, disables, overburdens, or compromises the App's systems or security, including actions that interfere with other users' access or functionality.
- d) Collect, harvest, or attempt to extract data from the App or its systems, including but not limited to using automated tools such as robots, spiders, or site search/retrieval applications to scrape, index, or data mine the App's content without prior written consent from CEDAR.

CEDAR reserves the right to take necessary actions, including suspending access to the App, if a user is found to be violating these restrictions.

9. Intellectual Property Rights

- 9.1 All intellectual property rights in the ELSA Platform belong to CEDAR. No rights are transferred to you beyond the limited license granted.
- 9.2 Any feedback submitted by you may be used by CEDAR to improve the ELSA Platform, without compensation.

10.Disclaimer & Limitation of Liability

- 10.1 The ELSA Platform is provided "as is" without warranties of any kind. CEDAR disclaims all express or implied warranties.
- 10.2 CEDAR is not liable for:
 - a) Any loss due to service disruptions, errors, or security breaches.
 - b) Data inaccuracies or reliance on information provided by the platform.

11.Changes to These Terms

We may update these Terms from time to time. Continued use after modifications constitutes acceptance of the revised Terms.

For inquiries, contact SmeBank-ElsaSupport@smebank.com.my.