

Privacy Policy

Last updated on 14th January 2026

Please read this privacy policy (“Privacy Policy”) to understand how Software Optima Sdn. Bhd. (hereinafter referred to as “SWOPT”, “The Company”, “our”, “us”, or “we”) handle the Personal Data that you provide us. By providing your Personal Data to us, you are consenting to this Privacy Policy, our collection, use, access, transfer, storage and processing of your Personal Data as described in this Privacy Policy.

If you fail to supply us with the required Personal Data, or if the Personal Data is insufficient or not satisfactory to us, or if you revise your consent regarding Personal Data which you have provided us, we may not be able to process your application and/or provide you with our products and/or Services

1. This Privacy Policy & You

- 1.1. This Privacy Policy is established in accordance with the [Personal Data Protection Act 2010](#) (“PDPA”) along with [Personal Data Protection \(Amendment\) Act 2024](#), and outlines the rights, interests, obligations and duties of SWOPT in the collection, gathering, recording, holding, storing, disclosing or processing (as defined below) of personal information and data protected by the PDPA.
- 1.2. For the purpose of this Privacy Policy, the expression “you”, “yours” or any other cognate word or expression of similar nature shall mean a natural person who is a customer of SWOPT or even a natural person trading as a sole trader or natural persons constituting a partnership. This Privacy Policy also applies if you are no longer a customer of SWOPT, where there are outstanding obligations either on your part or on SWOPT’s part, or if you are not our customer but you interact with us in any capacity, or if you are a potential customer performing pre-contractual inquiry.
- 1.3. You may provide us your Personal Data in any manner or method, not limited to the Registration Forms or where you visit SWOPT websites, retail stores, booth or roadshow, participate in our surveys, trial, promotions, call our helpdesk or customer services hotline, or generally enquire about us or our products and/or Services. We may also receive your Personal Data from third parties we deal with or who are connected with you (e.g., financial institutions), and other sources where you have given your consent for the disclosure of personal data relating to you, and/or where otherwise lawfully permitted.

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- 1.4. You also agree and accept that this Privacy Policy forms an integral part of the terms and conditions of the use of the Services.

2. Definitions

- 2.1. For the purposes of this Privacy Policy, the following capitalised words shall have the meanings as ascribed to them:

“Biometric Data”	means any personal data resulting from technical processing relating to the physical, physiological or behavioural characteristics of a person such as fingerprints, facial recognition, digital signature, images and audio recording;
“Personal Data”	means any information in respect of commercial transactions that relate directly or indirectly to you or any other individual where you or the other individual can be identified or identifiable from that information either by itself or combined with other information in our possession including any Sensitive Personal Data which shall be defined below. Examples of Personal Data are your name, identity card / passport number, address, contact information, credit and bank account details, images recorded, audio recording of calls with you, your account activity.
“Privacy Policy”	means this privacy policy and any other amendments, and/or additions made from time to time to it.
“Processing”, “Process”, “Processed”	means the act of collecting, recording, verifying, holding or storing the Personal Data or carrying out any operation or set of operations on the Personal Data, including: (a) the organisation, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.
“Purposes”	means the purposes for the collection of your Personal Data, more particularly described under Clause 3 below.

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Sensitive Personal Data	means any personal data consisting of information regarding your physical or mental health or condition, political opinions, religious beliefs or other beliefs of a similar nature, the commission or alleged commission by you of any offence, Biometric Data or any other personal data so determined;
“Services”	means collectively all products and services offered by SWOPT via various communication channels, platforms and facilities including SWOPT website, booth, roadshow, strategic partners’ facilities and platforms, application messaging services and social media channels e.g., WhatsApp, Facebook, etc. (“Third-Party Communication Platform”).
“SWOPT”	means Software Optima Sdn. Bhd. including its subsidiaries and affiliates;

3. Purpose of Collecting Personal Data

- 3.1. You agree that all Personal Data collected and/or gathered by SWOPT may be used in any or all of the following ways (“Purposes”):
- 3.1.1. To assess and process your application for the Services;
 - 3.1.2. To facilitate, administer and manage the Services including billing, charging and collecting debts;
 - 3.1.3. To conduct credit checks or screenings on you or establish the existence of any previous or outstanding breach, indebtedness, default you may have with any third party;
 - 3.1.4. To update and maintain SWOPT’s internal records, filing, systems and operations for the management and administration of the Services including billing;
 - 3.1.5. To conduct training for internal staff related to the Services;
 - 3.1.6. To enforce your obligations regarding the Services, including collection of outstanding amounts;
 - 3.1.7. To activate, manage or administer payment or credit facilities with third party financial institutions;

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- 3.1.8. To investigate, resolve and troubleshoot service and technical issues, billing queries, complaints, fraudulent activity or other enquiries that you submit to us regarding our network,
- 3.1.9. To monitor and improve the performance of our network, Services, customer relations teams, service providers and websites;
- 3.1.10. To conduct market analysis, research and development to improve existing products or develop new products;
- 3.1.11. To introduce the Services to you;
- 3.1.12. To communicate, market, promote, offer or notify you on any enquiries or complaints, new services, facilities, benefits or products of SWOPT;
- 3.1.13. To support SWOPT's business, planning and decision-making processes;
- 3.1.14. To notify you on any updates, developments, or changes or new offerings or promotion of Services ;
- 3.1.15. To comply with any requirements of any laws or regulations, or direction of any national, enforcement, or regulatory body/agencies;
- 3.1.16. To verify your identity;
- 3.1.17. To detect and/or prevent fraudulent activities;
- 3.1.18. To conduct business analytics and market surveys, including trend analysis, forecasting, strategic planning and customer satisfaction surveys;
- 3.1.19. To optimize and maintain SWOPT's network infrastructure and ensuring quality of service and reliability to SWOPT's customers;
- 3.1.20. To explore partnership and collaboration opportunities with other businesses or organizations; and
- 3.1.21. For any purposes set out in the terms and conditions of the Services provided to you.

4. Disclosure to Third Parties

- 4.1. In accordance with the Purposes above, SWOPT may disclose the Personal Data collected or gathered to the following third parties:
 - 4.1.1. To other telecommunications operators as part of national inter-operator initiatives to combat fraud and prevent abuse of telecommunication services;
 - 4.1.2. To auditors, professional advisors, third party service providers, nominees, agents or contractors appointed by SWOPT for the Purposes;

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- 4.1.3. To relevant national and other enforcement or regulatory agencies/bodies as required by law or in relation to activities pertaining to the administration of justice, detection or prevention of crime, illegal/unlawful activities or fraud or for the apprehension or prosecution of offenders or in the interests of national security;
 - 4.1.4. To the Official Assignee's Office of the Insolvency Department of Malaysia for conducting a bankruptcy search;
 - 4.1.5. To relevant banks, financial institutions or similar entities at your request and with your consent for credit facilities or payment mechanisms;
 - 4.1.6. To the subsidiary, holding and related company of SWOPT and affiliate companies to establish and maintain a common customer database and avoid duplication;
 - 4.1.7. To strategic partners, including network dealers, application and social network providers, to provide SWOPT's Services or marketing SWOPT's Services;
 - 4.1.8. To parties involved in or related to legal proceedings (or prospective legal proceedings), for assisting in or commencing such legal proceedings;
 - 4.1.9. To professional advisors appointed by SWOPT on a need-to-know basis for the purpose of those advisors providing advice to SWOPT;
 - 4.1.10. To third parties acquiring all or part of the assets or business of SWOPT for that third party to continue to provide all or part of the business of SWOPT which it acquires or acquired (including any relevant Services);
 - 4.1.11. To parties nominated or appointed by SWOPT either solely or jointly with other service providers, for establishing and maintaining a common database where SWOPT has a legitimate common interest;
 - 4.1.12. To your authorised representatives or parties whom we reasonably believe to have your consent;
 - 4.1.13. To credit reporting agencies and/or collection agencies appointed by SWOPT for the Purposes set out In Clause 3.1; and
 - 4.1.14. Otherwise as required or permitted under the applicable laws.
- 4.2. Save and except with your express consent, SWOPT shall maintain strict confidentiality of your Personal Data and not disclose any portion or part thereof to any other entity or third party aside from the ones listed in 4.1 above.

5. Consent & Right to Withdraw Consent

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- 5.1. If you are under the age of 18, you must ensure that your parents or legal guardian consent on your behalf to SWOPT's processing of your Personal Data.
- 5.2. The Services will only be made available to you upon your acceptance and consent to the terms of this Privacy Policy. Where possible, express acceptance and consent shall be evidenced by you clicking or checking or indicating accordingly on the relevant consent portions of the registration forms or such other documents furnished to you, as the case may be.
- 5.3. By accepting the terms of this Privacy Policy, you expressly consent to the processing of your Personal Data by SWOPT, or any of its authorised agents, employees, partners and/or contractors for the Purposes above.
- 5.4. You also agree and accept that by registering and/or continuing to use the Services, you authorise and consent to the processing and disclosure of your Personal Data to third parties as identified by SWOPT in Clause 4.1 above, for the Purposes in Clause 3.1 above. For the avoidance of doubt, you also consent to SWOPT processing any Sensitive Personal Data relevant for such purposes.
- 5.5. You may, at any time, withdraw your consent to SWOPT processing any Personal Data of yours or to any part or portion of the processing by sending a written notice of withdrawal to SWOPT at the address set out in Clause 12 below. SWOPT shall take all necessary measures to give effect to your withdrawal of consent within the period prescribed under the PDPA, to the extent that such withdrawal does not conflict with SWOPT's other legal obligations.

6. Right to Access, Correct and Limit Processing

- 6.1. Upon your written request, you shall be granted access to your Personal Data held, stored or processed by SWOPT, and SWOPT shall provide you with a copy of your Personal Data in an intelligible form of SWOPT's choosing.
- 6.2. You may also at any time make a written request to SWOPT to correct your Personal Data which is inaccurate, incomplete, misleading or out-of-date and SWOPT shall within the period prescribed under the PDPA, take all necessary measures to give effect to such correction(s).
- 6.3. You may also make a written request to limit the processing of your Personal Data, including personal data relating to other persons who may be identified from that Personal Data.

7. Security, Storage & Duration of Data Retention

- 7.1. SWOPT shall ensure that all Personal Data collected is stored and/or filed in such manner as to ensure that the Personal Data maintains its accuracy, integrity,

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confidentiality, protected against loss, misuse, modification and unauthorised or accidental access, disclosure, alteration, destruction or manipulation.

- 7.2. SWOPT shall store and/or retain all Personal Data only for as long as necessary for the fulfilment of the Purposes stated in Clause 3 above or as required by any legal obligations imposed on SWOPT in its operation of the Services or by any applicable laws that may from time to time be in force.

8. Exceptions & Exclusion of Liability

- 8.1. Notwithstanding the foregoing provisions, SWOPT reserves the right to refuse to entertain any request for withdrawal of consent, access or correction in the following circumstances:
- 8.1.1. Where there is an insufficiency of information provided by you or any party making a request to enable SWOPT to positively locate or identify the Personal Data in question;
 - 8.1.2. Where there is reasonable doubt surrounding your identity or the identity of the person making the request or where SWOPT feels that you or the requesting party is not the owner or the subject of the Personal Data in question and is not lawfully entitled to make any requests in relation to the Personal Data;
 - 8.1.3. Where permitting access or correction would violate an order of Court; or
 - 8.1.4. In requests for access or correction (excluding instances of withdrawal of consent):
 - (a) where the burden or expense of entertaining the request for access or correction is disproportionate to the risk to your privacy or that of the party making a request;
 - (b) where compliance with the request would involve the unauthorised disclosure of Personal Data belonging to a third party;
 - (c) where compliance would result in the disclosure of confidential commercial information; or
 - (d) where access is regulated by another law.
- 8.2. In the area of Personal Data protection, SWOPT shall not be liable for any purported violation, breach or non-compliance with any precepts of privacy or the protection of Personal Data in the following instances:
- 8.2.1. Where an act of nature or event outside the control of SWOPT results in the damage or malfunction or destruction of any equipment or machinery used to secure, store or process Personal Data;
 - 8.2.2. Where Personal Data is readily available or able to be found in the public domain; and

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- 8.2.3. Where despite SWOPT's best efforts, there is unauthorised access, modification, alteration, misuse, phishing, tampering or abuse of Personal Data caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under the control or direction of SWOPT.
- 8.2.4. If you choose to communicate or reach out to us via any Third-Party Communication Platform and subsequently provide your Personal Data to enable us to respond to your query, assess or process your application for the Services, we encourage you to read the third party's privacy notice as we are not liable and responsible for the privacy practices of any third party.

9. Direct Marketing

- 9.1. We may process your Personal Data to communicate with you any information not limited to promotions, marketing and advertising materials related to us, our Services and our preferred merchants and strategic partners. If you are not agreeable for us to process your Personal Data for marketing purposes, kindly contact us via the details in Clause 12 below.

10. Cookies and Online dealings

- 10.1. Cookies are packets of information stored in your computer or device which assist your website navigation by customizing site information tailored to your needs. Please note cookies in themselves are of a temporary nature and do not collect Personal Data that could be used to identify the individual user, just the computer or device used. However, we may collect information about your use of our website or your preference or behaviour analysis from cookies.

11. Transfer of Personal Data Outside of Malaysia

- 11.1. In the course of providing our Services to you, we may transfer your Personal Data to domestic and international locations, including third parties involved in providing our Services, outsourced data storage or data processing on our behalf. Where your Personal Data are transferred to jurisdictions that are outside of Malaysia, we will ensure that your Personal Data has an equivalent level of protection to the PDPA.

12. Notices and Communications

- 12.1. Please direct any requests to withdraw consent (Clause 5.5), to access, correct (Clause 6) and/or limit the processing of your Personal Data (Clause 9), or any inquiry or complaint about your Personal Data to us at:

Customer Service (PDPA)

Address:

Software Optima Sdn. Bhd.
Third Floor, Lot 322 Lorong Rubber 12
93400 Kuching,
Sarawak, Malaysia
+60 82 245 191

Email: support@softwareoptima.com

- 12.2. You are required to ensure that all notifications and communications from you to SWOPT must be in writing, legible and contain your full name, current address, NRIC number and contact particulars.
- 12.3. SWOPT reserves the right not to entertain any notices or communications which do not contain the foregoing particulars, are illegible, incomprehensible or where the party concerned cannot be contacted or where contact particulars are found to be incomplete, inaccurate or in error.

13. Accuracy of the Personal Data

- 13.1. We endeavour to take reasonable precautions to ensure that the Personal Data that we collect and/or process is accurately reflected in our systems in accordance with the details provided by you. Therefore, the accuracy of the Personal Data depends to a large extent on the information you provide. It is a condition of us providing the Services to you that you;
- 13.1.1. provide us with accurate and complete Personal Data of yourself and/or any relevant person (including their consents) for the purposes of acquiring and/or subscribing to the Services; and
- 13.1.2. update us as and when such Personal Data becomes incorrect or out of date by contacting us via the contact details as stipulated in Clause 12.1 above.
- 13.2. If you provide SWOPT with any Personal Data of a third party for the purposes of the Services, you shall:

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- 13.2.1. undertake and warrant to SWOPT that you are in possession of all necessary consent and shall continue to maintain such consents as may be required for the processing and transfer of such Personal Data by SWOPT; and
- 13.2.2. agree that it shall be your responsibility to promptly inform SWOPT in writing of any relevant changes in the information including Personal Data supplied to SWOPT, which requires action on the part of SWOPT.

14. Changes to Privacy Notice

- 14.1. You hereby accept that SWOPT may revise and/or modify this Privacy Policy from time to time. In the event of such revision and/or modification, SWOPT will communicate such revision and/or modification on SWOPT website or such other mode as SWOPT may deem appropriate.
- 14.2. You are encouraged to visit SWOPT website from time to time for the most up-to-date Privacy Notice.
- 14.3. By continuing to use the Services, you agree to be bound by, accepted, and/or consented to such revision and/or modification.

15. Language

- 15.1. This Privacy Policy is issued in English, Simplified Chinese, and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and versions in any other languages, the English version shall prevail.