

FINOVA ADVISORY

TERMS & CONDITIONS PRIVACY NOTICE & DISCLAIMER

For Finova Advisory website / web application — Agent & Lead Generation Channel

Effective Date	1 October 2026
Last Updated	7 October 2026
Legal Entity	Awg Infinity Empire
Contact	ainfinityempire.works@gmail.com 01154322831 Kuching, Sarawak

IMPORTANT: This document is a practical website-policy draft prepared from the current Finova Advisory webapp. FINOVA ADVISORY is operated by Awg Infinity Empire and acts solely as an agent/lead-generation channel for potential personal-financing enquiries. It is not the lender or financing provider and does not guarantee financing approval. This document is not a substitute for review by a Malaysian lawyer, compliance adviser, or data-protection professional. Before publication, verify the business model, lender/referral relationships, data flows, licences/registrations and applicable regulatory requirements.

1. About This Document

These Terms & Conditions, Privacy Notice and Disclaimer (collectively, “Terms”) govern your access to and use of the Finova Advisory website/web application (“Website”). The Website provides information and an initial channel for requesting a review of potential personal-financing options. The current Website includes an eligibility/application form, an indicative repayment calculator and a function that prepares the information entered by the user for transmission to Finova Advisory through WhatsApp.

2. Definitions

- **“Finova Advisory”, “we”, “us” or “our”:** means Awg Infinity Empire, trading or operating under the name “Finova Advisory”.
- **“User”, “you” or “your”:** means any person who accesses, browses, submits information to, or otherwise uses the Website.
- **“Lender” / “Financing Provider”:** means a bank, financial institution, licensed credit provider, or other financing provider that may independently assess a financing request.
- **“Personal Data”:** means information relating to an identifiable individual, including information submitted through the Website.
- **“Application Information”:** means information submitted by a User for the purpose of an initial financing review or referral.

3. Nature of Finova Advisory’s Service

- FINOVA ADVISORY is operated by Awg Infinity Empire and acts solely as an agent, marketing and lead-generation channel for potential personal-financing enquiries.
- FINOVA ADVISORY is not the lender, financing provider, bank, financial institution or party that approves or disburses financing to Users.

- FINOVA ADVISORY's primary role is to collect and facilitate prospective customer enquiries and, where applicable, pass or refer relevant lead information to an appropriate financing provider or authorised representative for further assessment.
- Any decision regarding eligibility, approval, financing amount, tenure, interest/profit rate, fees, documentation, contractual terms and disbursement is made solely by the relevant financing provider.
- FINOVA ADVISORY does not guarantee, promise or represent that any User will be approved for financing or receive any particular financing terms.
- Submitting information through the Website is only an enquiry or lead-generation step and does not constitute a financing application approved by FINOVA ADVISORY, a financing offer, loan agreement, credit agreement or binding commitment.
- Where a User is contacted by a financing provider or representative after submitting an enquiry, the User should independently verify that party's identity, authority, regulatory status and financing terms before proceeding.

4. Eligibility and Use of the Website

- You must provide information that is accurate, complete and not misleading to the best of your knowledge.
- You must not impersonate another person or submit another person's personal data without lawful authority or permission.
- You must not use the Website for unlawful, fraudulent, abusive, deceptive or unauthorised purposes.
- You are responsible for reviewing the information before submitting it and for promptly notifying Finova Advisory if you believe information submitted by you is inaccurate.
- Finova Advisory may refuse, suspend or discontinue access to the Website or its enquiry service where reasonably necessary for security, compliance, fraud prevention, operational or legal reasons.

5. Information Submitted Through the Form

The current form may request information including:

- Full name, age, telephone number and email address;
- Employer/company name, job title, employment status, office address and years of service;
- Gross salary, net salary and other income;
- Requested financing amount, estimated monthly budget and stated financing purpose.

The Website states that the information is intended to be sent to the official Finova Advisory WhatsApp channel. Users should therefore only submit information they are comfortable providing for the stated purpose and should avoid entering passwords, PINs, OTPs, banking login credentials, card security codes or other authentication secrets.

6. WhatsApp Transmission

- When the User submits the form, the Website creates a pre-filled WhatsApp message containing the information entered into the form and opens a WhatsApp link for the User.
- The User remains responsible for reviewing the message before sending it through WhatsApp.
- WhatsApp is a third-party communication platform. Its handling of data is governed by WhatsApp's own terms and privacy practices, in addition to Finova Advisory's handling of information after it is received.
- Finova Advisory should not request OTPs, passwords, PINs, banking login credentials or similar authentication secrets through WhatsApp.

7. Indicative Repayment Calculator

The Website contains an indicative calculator that currently uses a fixed annual rate assumption of 5.0% and calculates estimated interest using the requested amount and selected tenure. The resulting monthly figure is expressly presented by the Website as a rough estimate and is stated to be subject to final approval.

The calculator is not a financing quotation, approval, promise of rate, or representation that any lender will offer those terms.

Actual financing costs may differ materially because of lender-specific rates, profit/interest structures, fees, insurance/takaful, stamp duty, processing charges, credit assessment, tenure, product type and other contractual terms.

8. No Guarantee of Approval

As FINOVA ADVISORY acts solely as an agent and lead-generation channel, it does not make any representation or guarantee that a User will obtain financing, obtain a particular amount, receive a particular rate, or receive financing within any particular timeframe. Any eligibility indication or preliminary discussion is subject to verification and the independent assessment of the relevant financing provider.

9. User Responsibilities

- Provide truthful and current information.
- Read and understand all financing documents before signing or accepting them.
- Verify the identity and authority of any person claiming to represent a lender or Finova Advisory.
- Do not disclose OTPs, PINs, passwords, banking login credentials or security codes.
- Seek independent financial, legal or other professional advice where appropriate.
- Keep copies of submitted documents and communications where necessary.

10. Privacy Notice

This Privacy Notice explains how Finova Advisory intends to collect, use, disclose, retain and protect Personal Data submitted through the Website. It should be read together with the Personal Data Protection Act 2010 [Act 709] and applicable amendments, regulations and guidance. The Malaysian Personal Data Protection Commissioner states that a written privacy notice is required under section 7 of the Act for relevant personal-data processing and should explain the purposes of collection, use, disclosure and further processing.

11. Categories of Personal Data

- Identification/contact data: name, age, telephone number and email address.
- Employment data: employer/company, job title, employment status, office address and years of service.
- Financial/employment-income data: gross salary, net salary and other income.
- Financing enquiry data: requested amount, estimated monthly budget and financing purpose.
- Technical/usage information: information that may be automatically generated through normal Website operation, such as browser/device information, IP address, logs or similar technical information, where collected by the hosting, analytics, security or infrastructure providers used by Finova Advisory.

12. Purposes of Processing

- To receive and respond to financing enquiries.
- To conduct an initial review of information supplied by the User.
- To communicate with the User through telephone, email, WhatsApp or other channels selected or reasonably required for the enquiry.
- To refer or introduce the User to an appropriate financing provider or authorised representative, where applicable and where lawfully permitted.
- To administer, secure, troubleshoot and improve the Website and related services.
- To maintain records, prevent fraud or misuse, comply with legal obligations, and establish, exercise or defend legal rights where necessary.
- To send service-related communications. Any direct marketing should only be carried out in accordance with applicable law and the User's choices.

13. Disclosure of Personal Data

Personal Data may be disclosed, where relevant and lawful, to:

- Finova Advisory personnel and authorised representatives who need the information to handle the enquiry;
- Relevant banks, financial institutions, licensed credit providers or other financing providers/representatives for the purpose of assessing or responding to the User's enquiry;
- Service providers supporting the Website, hosting, communications, security, analytics, CRM or operational functions, subject to appropriate controls;
- Professional advisers, auditors, insurers, regulators, law-enforcement agencies or other authorities where required or permitted by law.

Finova Advisory should not disclose Personal Data to unrelated third parties for their own purposes unless the User has been appropriately informed and the disclosure is otherwise lawful.

14. Consent, Choice and User Rights

Before submitting Personal Data, Users should be given a clear and readily accessible opportunity to understand the purposes for which their information will be processed. Where consent is the applicable legal basis, Finova Advisory should obtain and document consent in an appropriate manner.

- Request access to Personal Data held about you, subject to applicable law.
- Request correction of inaccurate or incomplete Personal Data.
- Ask questions about how your Personal Data is being processed.
- Withdraw consent where processing is based on consent, subject to legal or contractual limitations and any consequences of withdrawal.
- Opt out of direct marketing where applicable.

Requests should be directed to: ainfinityempire.works@gmail.com.

15. Data Retention

Personal Data should be retained only for as long as reasonably necessary for the purposes described in this Notice, including legitimate business, record-keeping, dispute-resolution, fraud-prevention and legal/compliance requirements. Finova Advisory should establish and maintain an internal retention schedule appropriate to its actual operations and regulatory obligations.

16. Data Security

Finova Advisory will take reasonable technical and organisational measures appropriate to the nature of the Personal Data handled. However, no internet transmission, device, messaging platform or electronic storage system can be guaranteed to be completely secure. Users should exercise care when transmitting sensitive information and must never provide authentication credentials such as passwords, PINs or OTPs.

17. Third-Party Services and Links

The Website may rely on third-party services such as WhatsApp, hosting infrastructure, fonts, analytics, security services or other technical providers. Third-party services may have their own terms, privacy policies and data-processing practices. Finova Advisory is not responsible for the independent practices of third parties outside its reasonable control.

18. Cookies and Similar Technologies

The Website may use cookies or similar technologies where necessary for functionality, security, performance, analytics or other legitimate purposes. The final published Website should provide an appropriate cookie disclosure and consent mechanism where required, particularly if non-essential analytics, advertising or tracking technologies are implemented.

19. Intellectual Property

Unless otherwise stated, the Website's text, branding, layout, graphics, interface elements and original materials are owned by or licensed to Finova Advisory and may not be copied, reproduced, modified, distributed or commercially exploited without permission, except as permitted by applicable law.

20. Website Availability and Accuracy

Finova Advisory aims to keep the Website useful and available but does not guarantee uninterrupted availability, error-free operation, or that all information will always be current, complete or suitable for every User. Information may be changed or updated without prior notice.

21. Limitation of Liability

To the fullest extent permitted by applicable law, Finova Advisory will not be responsible for losses arising from a User's reliance on an indicative calculator, preliminary eligibility discussion, third-party financing decision, third-party service, WhatsApp transmission, network interruption, inaccurate information supplied by the User, or events outside Finova Advisory's reasonable control.

Nothing in these Terms is intended to exclude or limit liability that cannot lawfully be excluded or limited under Malaysian law.

22. Fraud and Impersonation Warning

Finova Advisory will not require users to disclose OTPs, PINs, passwords or online-banking login credentials.

If anyone claims to represent Finova Advisory and requests such information, asks for suspicious upfront payments, or provides unexpected banking instructions, Users should stop the interaction and verify the person through Finova Advisory's official contact channels.

23. Changes to These Terms

Finova Advisory may update these Terms from time to time to reflect changes to the Website, services, law, regulatory guidance or business practices. The latest version should be published on the Website with its effective date. Continued use of the Website after an update may constitute acceptance only to the extent permitted by applicable law.

24. Governing Law and Jurisdiction

These Terms are intended to be governed by the laws of Malaysia. Any dispute arising from the Website or these Terms will be subject to the jurisdiction of the Malaysian courts, subject to any mandatory legal or regulatory requirements that apply.

25. Contact Us

Business / Legal Name	Awg Infinity Empire
Trading Name	Finova Advisory
Email	ainfinityempire.works@gmail.com
Phone / WhatsApp	01154322831
Address	Kuching, Sarawak

26. Recommended Website Consent Text

Before the "Hantar Maklumat ke WhatsApp" button, consider displaying a clear checkbox such as:

"Saya mengesahkan bahawa maklumat yang saya berikan adalah benar dan saya bersetuju supaya Finova Advisory mengumpul, menggunakan dan mendedahkan maklumat saya untuk tujuan semakan, komunikasi dan/atau rujukan pembiayaan seperti yang diterangkan dalam Privacy Notice. Saya telah membaca dan bersetuju dengan Terms & Conditions dan Privacy Notice."

If separate consent is required for direct marketing, use a separate optional checkbox rather than bundling marketing consent with the core financing enquiry.

27. Implementation Checklist Before Publishing

- ☐ Replace all bracketed placeholders with the actual legal/business details.
- ☐ Confirm the legal entity that owns/operates Finova Advisory and its registered address.
- ☐ Confirm whether Finova Advisory is acting only as an information/referral intermediary or is itself providing any regulated financing/credit activity.
- ☐ Confirm the identity and regulatory status of every financing provider or representative referred to users.
- ☐ Confirm where submitted data is stored after WhatsApp receipt and who has access to it.
- ☐ Document the actual CRM, WhatsApp, hosting, analytics and other third-party data processors used.

- ☐ Prepare an internal data-retention and deletion schedule.
- ☐ Add visible links to Terms & Conditions and Privacy Notice on the Website.
- ☐ Add an affirmative privacy acknowledgement/consent mechanism before submission where appropriate.
- ☐ Add a cookie notice/consent mechanism if non-essential cookies or tracking are used.
- ☐ Publish a real privacy contact / DPO contact if applicable.
- ☐ Have Malaysian legal/compliance counsel review the final version before launch.

Appendix A — Website-Specific Functional Disclosure

Based on the current implementation reviewed for this draft, the Website presents FINOVA ADVISORY as a Sarawak personal-financing enquiry and lead-generation channel, contains an indicative monthly-payment calculator, collects personal/employment/income/financing-request fields, and opens a WhatsApp link with the submitted information after form submission. FINOVA ADVISORY is operated by Awg Infinity Empire and acts solely as an agent/lead-generation channel; it is not the lender and does not approve or disburse financing.

The Website should clearly state that FINOVA ADVISORY, operated by Awg Infinity Empire, acts solely as an agent and lead-generation channel for potential personal-financing enquiries. FINOVA ADVISORY is not the financing provider and does not guarantee approval. Final approval and all financing terms are determined solely by the relevant financing provider.

Appendix B — Source / Regulatory Reference Note

This draft takes into account the Malaysian Personal Data Protection Commissioner's published guidance that a privacy notice under section 7 of the Personal Data Protection Act 2010 should explain the purposes for which personal data is collected, used, disclosed and further processed, and should be provided in Bahasa Malaysia and English. The Commissioner also publishes the Personal Data Protection Act 2010 and the Personal Data Protection (Amendment) Act 2024 and related guidance.

Official references: Personal Data Protection Commissioner Malaysia — Personal Data Protection Act 2010 and Privacy Notice guidance.

END OF DOCUMENT