

Terms and Conditions

Updated 20 Jan 20

This Cyber Planner Program (“Program”) is organized by Hong Leong MSIG Takaful Berhad (HLMT).

Please read the entire terms and condition herein (“Terms and Conditions”) carefully. By participating in the Program, you will be deemed to have:

- (a) read and agreed to be bound by the Terms and Conditions, in addition to the Terms & Conditions, Privacy Policy and the Terms of Use (collectively referred to as “the Terms”) as set out in www.hlmtakaful.com.my (the “Website”). For the purpose of clarification, all capitalised terms used and not defined herein have the same meaning as given to such terms in the Terms;
- (b) consented to the collection, use (including without limitation, handling and processing) and disclosure of your personal information in accordance with the Privacy Policy found in the Website; and
- (c) acknowledged and agreed that HLMT may make changes to the Terms at any time at HLMT’s sole discretion and agree to be bound by these Terms as amended and any other rules, regulations, policies or procedures that may be adopted, promulgated, implemented, modified or varied by HLMT from time to time, without any notice to you.
- (d) HLMT has the sole right to interpret, apply and disapply the Terms and any other rules, regulations, policies or procedures (including the Terms and Conditions) at any given time.

Your participation in the Program solely to legally advertise our website to receive a referral fee structures on memberships and products subscribed by individuals referred to HLMT Serv by your own website or personal referrals.

1. Definitions

“Cyber Planner” – Individual or entity participating in the Cyber Planner Program.

“Cyber Planner Program” or “Program” – referral program in which a Cyber Planner who displays applicable Hong Leong MSIG Takaful (HLMT) products and services and/or promotions on its website, social media and/or other messaging applications, a linking code in exchange for receiving a Referral Fee based on the concept of *ujrah* (fee) from HLMT in accordance with the Terms and Conditions.

“HLMT Serv” – HLMT’s website which display HLMT’s products and services and/or promotions.

“Referral Fee” – The amount you will be paid for each Qualified Online Submission by a Referred Customer that you refer to HLMT subject to the Referral Fee Threshold and pursuant to the Terms and Conditions.

“Qualified Online Submission” – A subscription of HLMT’s products and services through HLMT Serv, by a Referred Customer-

“Referred Customer” – Each unique customer referred from Cyber Planner through a Link (as defined in Section 5).

“Links” - Graphics and textual link made available to a Cyber Planner upon joining which can be shared through social media, own websites and/or any other messaging applications.

2. Approval or Rejection of Application by the Cyber Planner

To sign up as a Cyber Planner, you must be at least eighteen (18) years of age, and a Malaysian. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We reserve the right to approve or reject ANY Cyber Planner Application at our sole and absolute discretion. You will have no legal recourse against us for the rejection of your application to be a Cyber Planner. Your participation under this Program is personal to you and may not be assigned at law or in equity.

3. Payments of Referral Fee

Referral Fee will be paid on a monthly basis. HLMT pays to Cyber Planner’s bank account, which was provided to us at the application stage. If there is any change to the information of the bank account, it is the responsibility of the Cyber Planner to notify HLMT immediately to ensure proper payment of Referral Fee.

i. Sign up Reward

A promo code voucher of RM20 will be given to a Cyber Planner as sign-up reward. A Cyber Planner may redeem the voucher for any of HLMT’s products at HLMT Serv website. The promo code may be used by the Cyber Planner or transferable to any other person provided always that the promo code is valid for a single use only.

ii. Referral Fee

- a. Subject to the fulfilment of the Terms and Conditions, for every Qualified Online Submission, 10% from first year collected Takaful contribution will be paid to a Cyber Planner on monthly basis. For a Cyber Planner to receive this payment, the Qualified Online Submission must be successfully completed through properly coded link and/or code. No Referral Fee will be paid for transactions that result in chargebacks or refunds and if any such Referral Fee has been paid, the same will be clawed back by HLMT.
- b. Our referral fees payment is subject to mode of payment made by Referred Customers; either monthly basis, quarterly basis half yearly basis or yearly basis.
- c. If you subscribe for the applicable HLMT product(s), you are entitled to receive a Referral Fee on your own subscription subject to the fulfilment of the Terms and Conditions. If someone clicks the link on your site and sign up multiple products and/or services, then you will receive Referral Fee from each product and/or services subscribed.
- d. Performance Bonus

Performance Bonus will be given based on total takaful contribution collected (depends on payment mode) by a Cyber Planner.

You shall be entitled to a Performance Bonus as outlined below:

- Tier 1: RM200 – RM1,000 : 10%
- Tier 2: RM1,001 – RM5,000: 15%
- Tier 3: RM5,001 and above : 20%

For example:

Scenario 1

Month	Jan 2020
Number of Cases	7
Monthly Contribution (RM)	RM40

Total Collected Contribution (RM)	RM280
10% Performance Bonus (RM)*	RM28

- **Entitlement: Tier 1 Performance Bonus**

Scenario 2

Month	Feb 2020
Number of Cases	70
Monthly Contribution (RM)	RM40
Total Collected Contribution (RM)	RM2,760+RM480 (annual payment) =RM3,240
15% Performance Bonus (RM)*	RM486

- **Entitlement: Tier 2 Performance Bonus**

Performance Bonus is applicable to active/ in force cases only. Cut-off date = for collected takaful contribution is on 27th every month. For any collected contribution after 27th, it will be carried forward to the following month.

The entitlement to Performance Bonus is subject to change at the sole discretion of HLMT. In case of any change, a prior notice will be given to the Cyber Planner.

4. Term and Termination

The term of your participation in the Program will begin upon our acceptance of your application to be a Cyber Planner and will cease when terminated by either party (the "Term"). Either party may terminate your participation of the Program at any time, with or without cause.

Your participation in the Cyber Planner Program may be suspended up to 6 months and/or terminated for any of the following reasons:

- i. Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- ii. Spamming (mass email, mass newsgroup posting, etc.).

- iii. Advertising on sites containing or promoting illegal activities.
- iv. Violation of intellectual property rights. Cyber Planner shall not use the name and or logo of HLMT or any of its affiliates for any purpose without the prior written consent of HLMT. Cyber Planner shall indemnify HLMT and its affiliates from any and all losses for infringement of trademarks or any other intellectual property right arising out of the Cyber Planner's participation in the Cyber Planner Program.
- v. Inactive account. To avoid termination, a MINIMUM of one (1) Qualified Online Submission within six (6) months shall be completed.

In addition to the foregoing, HLMT reserves the right to terminate any Cyber Planner from participation in the Cyber Planner Program at any time, without any reason whatsoever.

5. Cyber Planner Links

Upon the approval of your application to be a Cyber Planner, we will make a variety of graphics and textual link available to you (each referred to herein as a "Link" or collectively as the "Links"). You may use graphic and text links on your website, within your email messages or through social media approach.

You must use the graphics and text provided by us, and shall not create your own graphics or text.

We maintain a 45-day cookie, meaning that if a visitor clicks on a link from your site, you are credited with the sale as long as the visitor subscribes within 45 days.

6. Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA, ARISING IN CONNECTION WITH THE TERMS AND CONDITIONS OR THE CYBER PLANNER PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THE TERMS AND CONDITIONS AND THE CYBER PLANNER PROGRAM WILL NOT EXCEED THE TOTAL MONIES PAID TO YOU UNDER THE PROGRAM DURING THE

THREE (3) MONTH PERIOD IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

7. Indemnification

You, as a Cyber Planner (the Indemnifying Party) shall indemnify and hold harmless HLMT and each of its associates, officers, directors, employees, shareholders and partners (the Indemnified Party) from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Indemnified party in consequence of any breach, non-performance or non-observance by such Indemnifying Party of any of the obligations or warranties on the part of the Indemnifying Party under the Program.

8. Confidentiality

Any data related to the present Cyber Planner Program, its policies and guidelines, marketing strategy, the content created to be used, or other commercial data related to the Program and/or the platform, the payments and incentives structure of the Platform (overall “Confidential Information”) are HLMT’s trades secrets and confidential information and should be treated in strict confidence and privacy. Information that is not considered as confidential information and trade secrets is information related to the above that:

- i. is in the public domain at the time of disclosure or becomes generally known or available by publication, commercial use or otherwise through no fault of HLMT;
- ii. is approved for release by written authorisation of HLMT
- iii. Information which is disclosed by operation of law.

9. Governing Law

The Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia. Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

10. Roles of Cyber Planner

1. To promote via his/ her social media platforms/ website/ other messaging applications
2. To understand and be familiar with the marketing materials provided by HLMT under the Cyber Planner Program
3. To redirect all enquiries regarding any HLMT product and the Program to HLMT. The Cyber Planner is not authorized to provide any advice or any information relating to any HLMT product to anyone.

11. **Modifications**

The Terms and Conditions may be modified by HLMT at any time. If any modification to the Terms and Conditions are unacceptable to you, your only choice is to terminate your participation in the Cyber Planner Program. Your continuing participation in the Program will constitute your acceptance of any modification(s) to the Terms and Conditions.

HLMT reserves its right and shall have the sole discretion to:

- (a) modify, alter or change the Program structure with or without notice; and
- (b) discontinue, terminate or suspend the Program whether wholly or partly at any time, with or without prior notice to you.