

HLMTServ TERMS OF USE

IMPORTANT NOTICE TO USER: PLEASE READ THIS DOCUMENT CAREFULLY. This Terms of Use is a legal agreement between you (referred to herein as “you” or “your”) and HONG LEONG MSIG TAKAFUL BERHAD (“HLMT”) for access to and use of our website www.hlmtserv.com (the “HLMTServ Site” or “Site”) and other related websites, software, phone apps, interactive features or downloads operated by us and that are available through the **HLMTServ** Sites (whether accessed directly or through any software application or through a phone).

BY ACCESSING OR USING THE HLMTServ SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF SITE. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SITE. YOUR CONTINUED USE OF THE SITE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS.

1. General

- 1.1 The information provided on this site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to laws or regulations or which would subject to Hong Leong MSIG Takaful Berhad and/or its subsidiaries and/or its affiliates to any registration requirement within such jurisdiction or country.
- 1.2 Neither the information, nor any opinion contained in this site constitutes a solicitation or an offer by HLMT to buy or sell any products, services, securities, futures, options, other financial instruments, provide any investment or financial advice or an invitation to enter into any legally binding contract or arrangement. The products and services described in this site are available only to residents of Malaysia. Your eligibility for any particular products or services is subject to the final determination and acceptance by Hong Leong MSIG Takaful Berhad.
- 1.3 These Terms of Use apply to the services offered by HLMT. This **HLMTServ** Site is the property of HLMT and its licensors.
- 1.4 By visiting and using the **HLMTServ** Site in any manner including but not limited to visiting or browsing the Products, you agree to these Terms of Use including those additional terms and conditions, and policies referred to here and/or available by hyperlink which you acknowledge represent a legally binding agreement between you and HLMT.
- 1.5 By using the **HLMTServ** Site, you understand that any information you send to the **HLMTServ** Site may be intercepted or read by third parties even where there is notification that the transmission is encrypted.
- 1.6 Additional terms and conditions may apply to the purchase of Products and to specific portions or features of the **HLMTServ** Site, including promotions, contents or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions including where applicable, representing that you are of a sufficient legal age to use or participate.
- 1.7 You may not use the HLMT Site or any Content for any purpose that is unlawful or prohibited by the Terms of Use, or solicit the performance of any illegal activity or other activity which infringes HLMT's rights or rights of third parties.

2. Definitions

These definitions apply in these Terms of Use unless the context requires a different interpretation:

“Affiliates” means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by, or is under common control with a member of the Hong Leong Group. For the purpose of this definition,

“Control” means the power, directly or indirectly, to appoint a majority of the directors or trustees of the other member, or to otherwise direct or cause the direction of the management, policies or power of the other member, whether through the ownership of voting shares, by appointment of directors, by contract or otherwise.

“Content” includes but is not limited to text, photographs, trademarks, music, artwork, computer code, visual interfaces, graphics, user interfaces, logos and music, including but not limited to the design, selection, expression, “look and feel”, structure and arrangement of the Content on the **HLMTServ** Site

“Intellectual Property” means all intellectual property rights including copyright, patents, rights in circuit layouts, registered designs, trademarks, rights of privacy and publicity and other forms of intellectual or industry property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, the right to have Confidential Information kept confidential, right to intellectual property granted pursuant to a licence agreement, and any application or right to apply for registration of any of those rights including all rights to have any of the foregoing registered or granted upon application, in reach and any part of the world and whether or not registered or registerable and for the full period thereof, and all extensions and renewals thereof.

“Product” means the product and service offered on the **HLMTServ** Site to customers from time to time subject to these Terms of Use.

3. ACCESS TO THE WEBSITE

- 3.1 You may apply to subscribe to the **HLMTServ** services through this website (and any other application channels made available by HLMT from time to time) in which you are required to go through a registration process by entering certain information as may be required by HLMT.
- 3.2 In order to be successfully registered, you will be required to follow the on-screen guided steps, including acknowledging that you have read and accepted these Terms of Use, in order to complete the registration process.
- 3.3 Upon successful registration and each time you log on thereafter, your access to this website will be activated upon the correct input of your member ID (Member ID) and password (Password) and of a Transaction Authorisation Code (TAC) which will be transmitted via short message service to your mobile number registered with HLMT.
- 3.4 For security purposes, HLMT may, at its absolute discretion, require you to key in an TAC to perform selected transactions or to use certain services available under this website. You may perform the transactions and/or use the services available under this website only if such Member ID, Password and TAC is and remains valid. HLMT may at any time in its sole and absolute discretion invalidate the Member ID, Password and TAC without assigning any reason therefor without prior notice and shall not be liable or responsible for any loss or damage suffered by or caused to you or arising out of or connected or by reason of such invalidation.
- 3.5 You may change your Password from time to time, following which, your use of this website through the new password will be governed by these Terms of Use.

4. IMPORTANT DOs and DON'Ts

1. You should not share your Member ID or Password or TAC with any other person. If you know or have reason to suspect that your Password has been compromised or used by another person without your consent, you must change your Password or inform us immediately.
 2. You should never display your account information in an area visible to others.
 3. Your PC or other device by which you access this website should never be left unattended.
 4. Clear the cache memory after use to clear private information stored within.
 5. HLMT will never ask you for your Member ID and Password through email. Report back to HLMT should you receive such an email.
 6. It is your responsibility to keep your Internet Browser up to date with the latest security updates.
 7. You should update HLMT of any changes to your mobile telephone number in order to ensure that the TAC will be transmitted correctly.
- 4.1 Your registration to use and access this website will constitute your agreement to and receipt of these Terms of Use as well as your acknowledgement and acceptance of the inherent risk in conducting any transaction over the Internet. You are liable for all instructions and transactions carried out through the use of your Member ID and password to access your account whether or not authorized by you. We will not be liable to you when we act on such instructions in good faith. If we act on such instructions, we will not verify the origin or authenticity of such instructions. Once we receive such instructions, they will be treated as irrevocable and binding on you whether or not there is any error or forgery or fraud concerning such instructions. We may (will not be obliged to) cancel any instructions given under your Member ID and password without any liability if we know or have reason to believe that a criminal act, a fraudulent act, offence or breach of any regulation or legislation will be or has been committed. We may refuse or stop carrying out any or all instructions or reverse any actions carried out arising from your instructions if we are of the opinion that such instructions are unlawful, not properly authorised by you or for any other reason whatsoever. We have the right to require confirmation in writing of any transaction from you. You agree that in all the situations stated above, we will not be liable for any resulting damages and losses. Any instruction given by you for your account will be carried out in the normal course of business. We do not warrant that any instruction will be carried out within a particular time period or in any particular order. In addition to any other provisions set out in these Terms of Use, we will not be liable to you if you:
- (a) fail to comply with these Terms of Use;
 - (b) disregard the security measures which you must or ought reasonably to take; or
 - (c) fail to take precautions when using the internet to access your account.

5. Changes to Terms of Use

- 5.1 HLMT reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use from time to time. Your continued use of the **HLMTServ** Site following the posting of these changes means that you agree to and accept the changes.

6 Disclaimers

- 6.1 The materials and information in this website, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by HLMT on an "as is" and "as available" basis. References to materials and information contained in the **HLMTServ** Site include such materials and information provided by third parties.
- 6.2 HLMT does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, accuracy, satisfactory quality, reliability, fitness for a particular purpose

in respect of the website, the materials, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.

- 6.3 Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the Products and services of HLMT, reasonable measures will be taken by HLMT to ensure the accuracy and validity of all information relating to transactions and products of HLMT. Further HLMT does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. However, defects identified (if any) will be promptly addressed to ensure materials, information and/or functions contained therein are accurate.
- 6.4 You shall be responsible to evaluate the quality, adequacy, completeness, current ness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the [HLMTServ](#) Site; further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.
- 6.5 The information that appear on this site are subject to change from time to time and at any time without notice. HLMT is under no obligation to update the information on this site to reflect changes in circumstances which information would then differ from previously published information. Your continued access and/or use of this website subsequent to any such change shall be deemed as your acceptance to those changes.

7. Use Of Links

- 7.1 Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of HLMT. Therefore, HLMT shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services.
- 7.2 Furthermore, the links provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and HLMT shall not be responsible or liable for any damages in connection with the linking. HLMT strongly advise you to read the privacy policy statements (if any) of any websites which are linked to this website.
- 7.3 Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the licence agreement, if any, which accompanies or is provided with the software.

8. Applicable Policies

These Terms of Use shall be read together with the following policies:

- 8.1 Privacy Policy
- 8.2 Copyright Policy
- 8.3 Prohibited or Restricted Activities and Products Policy

8.1 Privacy Policy

HLMT's Privacy Policy applies to the use of the HLMT Customer Portal Site and its terms are part of these Terms of Use by this reference. Please refer to HLMT's Privacy Policy.

8.2 Copyright Policy

Please take note that unless otherwise indicated, the copyright in this website and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and/or their arrangement, are the property of HLMT, and are protected by applicable Malaysian and international copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcasted, displayed, performed, reproduced, published, licensed, transferred, sold

or commercially dealt with in any manner without the express prior written consent from HLMT. You also may not, without the express prior written consent from HLMT, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of **HLMTServ** Site may be in breach of statutory or common law rights which could be the subject of any legal action. HLMT hereby disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this **HLMTServ** Site. If you download any information or software from this site, you agree that you will not copy it or remove or obscure any copyright or other notices or legends contained in any such information save and except for the provision in the paragraph captioned 'Restricted Use for Agents and Potential Agents' below.

8.3 Prohibited or Restricted Activities and Products Policy

You shall not engage in any or all activities that are restricted or prohibited by federal, state or local law in any country or jurisdiction. This section provides a non-exhaustive list of prohibited and restricted activities and products that must be observed strictly by you. HLMT may at its sole and exclusive discretion impose additional restrictions and prohibitions, and revise this section from time to time. It is your responsibility to check this section from time to time. You must not inter alia:

- involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
- violate applicable laws or industry regulations regarding the sale of tobacco products, health, medicinal or prescription drugs and devices;
- engage in transactions relating to the infringement or violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- engage in activities that encourage, promote, facilitate or instruct others to engage in an illegal activity;
- engage in activities that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- offer or engage in activities that offer financial services including money transfers, issuing bank guarantees and letters of loans, credit, fundraising or funding for investment purposes; and
- list, market, advertise, promote, negotiate, complete sales and purchase, and otherwise deal with any product prohibited or restricted in this policy.

8.4 Restricted Use for Agents and Potential Agents

If you are an Agent or potential Agent of HLMT, you may print, copy, download or temporarily store extracts from this website, strictly for your personal information and provided nothing is altered, when you use or are contemplating the use of our products and services for which the page or extract from this website is relevant in your direct/indirect soliciting of Takaful business for HLMT.

8.5 No granting of rights

Any rights not expressly granted herein are reserved.

9. Trademarks

Trademarks displayed in this website are the property of the Hong Leong Group and/or their respective third party proprietors as identified in the website. Unless the prior written consent of Hong Leong Assurance Berhad or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of Hong Leong Assurance Berhad or the relevant proprietor has been obtained, no such trade mark, service mark or logo may be used as a link or to mark any link to the Hong Leong Assurance Berhad's website or any other site.

10. Liabilities and Indemnities

10.1 Limitation of Liability

In no event will HLMT, our Affiliates, and our officers, directors, agents, joint ventures or employees mentioned at the **HLMTServ** Site be liable for any special, direct, indirect, incidental, punitive, aggravated, exemplary or consequential damages or any damages whatsoever including without limitation, those resulting from loss of profits, damages, data or interruption arising or resulting from any of the following:

- the use, the results of use or inability to use the **HLMTServ** Site, or any websites linked to the **HLMTServ** Site, or the information or materials contained at any or all such websites, howsoever arising including negligence, whether based on warranty, tort, contract or any other legal theory or whether or not advised of the possibility of such damages;
- violation of third party rights under the relevant and applicable laws, claims or demands that the listing, offer, advertising, promotion, display, purchase, sale and/or use of the Products offered or displayed on the **HLMTServ** Site may violate or may be asserted to violate third party rights or claims by any party that they are entitled to defence or indemnification in relation to assertion of rights, demands or claims by third party claimants;
- statements, acts or conduct by any user of the **HLMTServ** Site;
- unauthorised access by third parties to data or private information of any user; or
- any matters relating to the **HLMTServ** Site, Products and related services (including calculation of taxes and issuance of tax invoices) however arising including negligence

Notwithstanding any of the foregoing provisions, our liability and that of our Affiliates, our directors, officers, agents, joint ventures and employees to you or any third parties in any circumstances is limited to the actual amount of monies you have paid to HLMT for the Products during the calendar year. All claims arising from the use of the **HLMTServ** Site and/or related services must be by way of notice in writing to us of such claim, specifying in reasonably sufficient detail the nature of the claim and so far as is practicable the amount claimed in respect thereof, and shall be served within one (1) year from the date of the event/omission giving rise to the claim. Failing which you are deemed to irrevocably waive any such entitlement, right and pursuit of any such claim.

10.2 Indemnification

You agree to defend, indemnify and hold HLMT, our Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any and all claims, losses, demands, fines or other liabilities which may arise from your use of the **HLMTServ** Site or related services or from your breach of any of these Terms of Use or your breach of any representations and warranties made by you. In addition, you agree to defend, indemnify and hold HLMT, our Affiliates, and our officers, directors, agents, joint ventures and employees harmless from any and all claims, losses, demands, fines or other liabilities which may arise directly or indirectly as a result of any claims asserted or incurred by any third party claimants or other third parties relating to the Products offered and displayed on the **HLMTServ** Site. You hereby agree that HLMT shall not be responsible and shall have no liability to you, for any material posted by others, including defamatory, seditious, vexatious, offensive or illicit material and the risk of damages from such material rests entirely with each user. HLMT reserves the right at our own expense to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with HLMT in asserting any available defences.

10.3 Messages sent at user's risk

Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to HLMT or any message sent by HLMT to you over the Internet.

11. Breach and Infringement

11.1 Breach by User

HLMT reserves the right in its sole discretion to immediately suspend or terminate your account and/or access to the HLMTServ Site and the related services or any portion thereof without prior notification if you are in breach of these Terms of Use or where HLMT has reasonable grounds to believe that you are in breach of any of these Terms of Use, including anticipatory breach which in the reasonable belief of HLMT will be committed by you. HLMT also has the right to restrict, refuse or ban any and all current or future use of the HLMTServ Site and the related services or any portion thereof that may be provided by HLMT.

Notwithstanding anything to the contrary in these Terms of Use, you would be considered as being in breach of these Terms of Use in any of the following circumstances:

- HLMT has reasonable grounds to suspect that you have used a stolen credit card or utilised a cloned credit card or other false or misleading information in any transaction with a counter party;
- HLMT has reasonable grounds to suspect that any information provided by you is not complete, outdated, untrue, false, inaccurate or misleading;
- HLMT has reasonable grounds to believe that your act or omission may cause financial loss or legal liability to HLMTServ Site or our Affiliates, other users or third parties; or
- upon receipt of a complaint or claim from any third party and where HLMT has reasonable grounds to believe that you have breached these Terms of Use.

11.2 Infringement

HLMT reserves the right to take appropriate action where necessary and without notice at any time including but not limited to remove all or any information, content or material from the HLMTServ Site, to disallow the use of the HLMTServ Site in connection with the information, content or material that is claimed to be infringing, to modify or change the HLMTServ Site or any portion of the HLMTServ Site, and any terms or policies, to modify, suspend or terminate the operation or access to the HLMTServ Site.

12. Termination

- 12.1 HLMT reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, HLMT may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of HLMT, of any other user, or of any third party.
- 12.2 You agree that HLMT shall not be liable to you or any third party for any termination on your access to the HLMTServ Site.

13. Miscellaneous

- 13.1 The failure of HLMT to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to the applicable law, then the invalid and unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of these terms and conditions shall continue in full force and effect. Any rights not expressly granted herein are reserved.

14. Laws & Jurisdiction

- 14.1. These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by HLMT, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Malaysia in all disputes arising out of or relating to the use of this website. HLMT makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.

15 Notice and Feedback

- 15.1 Any feedback you provide at this **HLMTServ** Site is non-confidential.
- 15.2 All legal notices or demands to HLMT shall be made in writing and sent to HLMT personally, by courier or certified mail to Level 5, Tower B, PJ City Development, No. 15A, Jalan 219, Seksyen 51A, 46100 Petaling Jaya, Selangor, Malaysia. The notices shall be effective when they are received and acknowledged receipt by HLMT in any of the above manner.
- 15.3 All legal notices or demands to you shall be effective if either delivered personally, by courier, certified mail, by facsimile or email to the last known correspondence, fax or email address provided by you to HLMT. Notice to you shall be deemed to be served upon and received by you if and when HLMT is able to demonstrate that communication whether in physical or electronic form has been sent to you.
- 15.4 All agreements, notices and other communications that HLMT sends to you electronically satisfies the legal requirement for communication to be in writing.

16. Miscellaneous

- 16.1 You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under these Terms of Use. HLMT may assign these Terms of Use (including without limitation our rights, titles, benefits, interests, obligations and duties in these Terms of Use) to any person or entity without prior notification to you.
- 16.2 If any term of these Terms of Use is at any time held by a court of competent jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms of Use.
- 16.3 Unless otherwise specified, these Terms of Use constitutes the entire agreement between HLMT and you with respect to use of the **HLMTServ** Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between HLMT and you with respect to the HLMTServ Site.
- 16.4 HLMT's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as waiver by HLMT of any provision or right it has to enforce these Terms of Use, nor modification of any provisions of these Terms of Use.
- 16.5 These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 16.6 All provisions in these Terms of Use which by their nature are intended to survive expiration or termination shall survive any expiration or termination of the contract between HLMT and you.