



Updated on 26th January 2024

CONDITIONS OF USE

This website, www.perks.com.my, is the property of and is operated by Perks Holdings Sdn Bhd. Perks Holdings Sdn Bhd and its group of companies are licensed insurance agents and service providers for Shieldcard Holdings Sdn Bhd, the owner and operator of the AXCESS programmes or any services provider by Perks under the Website. Please read these conditions for use (Conditions of Use) carefully before using this Website or any services provided under the Website. By using and/or continuing to use this Website and/or any services, you signify your agreement and continued agreement to the terms of our Privacy Notice and to be bound by these Conditions of Use. You may not access or use this Website or any services provided if you disagree with our Privacy Notice or any of the Conditions of Use. You also acknowledge and agree that additional conditions of use may be applicable to websites operated by our principal insurance underwriters. You are advised to read such

1. Communications

Among others, you communicate with us electronically when you access the Website, the Perks mobile application or send or receive emails or text messages via your computer, mobile phone or other mobile device. You consent to receiving any electronic or physical communications from us in accordance with our Privacy Notice and that any consent or communications by you shall be sufficient for the purpose of satisfying legal requirements for any communications to be in writing unless mandatorily provided for otherwise.

All content on or made available via the Website such as trademarks, text, graphics, logos, banners, buttons, icons, images, audio, video and data are the property of the Perks group of companies which include its holding and sister companies and are protected in accordance with international laws on intellectual property, including laws on trademark, copyright and author's copyright.

2. Intellectual Property and Author's Rights

You may not frame or use other trimming techniques to reproduce any trademark, logo or other proprietary information on the Website without our or the respective intellectual property owner's express written consent. You may not extract, re-utilise or reproduce any content without obtaining our express consent. In particular, you may not use any data mining, bots or similar data gathering and extraction tools to extract any information or data from the Website. In addition you may not publish your own database which features substantial parts of the Website without our express consent.

3. License and Access

Subject to and so far as you comply with these Conditions of Use, you are hereby granted a limited, non-exclusive, non-transferable license to access the Website. This license is not capable of being sub-licensed,



shared, sold or otherwise conveyed, whether for free or valuable consideration and you may not use the Website or its content for commercial purposes unless expressly authorised by us. You may not use any meta-tag or any other or any other hidden text utilising our or the AXCESS name, logo or trademark without our express consent. All rights not expressly granted to you under (as applicable) these Conditions of Use, Privacy Notice and Terms and Conditions remain the rights of Perks. You undertake that you shall not use the Website for fraudulent purposes or any illegal activities or for any purpose or manner which causes annoyance, inconvenience or anxiety to other users or which causes disruption to other users of the Website or services.

4. Security

Where a username and password are required and provided to you to use the services under the Website, you are responsible for any acts or transactions performed on the Website using your username and password and are therefore responsible for maintaining the security and confidentiality of your account and username and password. You should not disclose the username and password used by you to access the Website to any other person. You must inform us immediately if you suspect your username and/or password has been compromised or used by any other person.

5. Cookies and Hyperlinks

We may embed or use cookies and other similar software or programmes on the Website and you hereby acknowledge such use. You may set your browser or mobile device to block such cookies or programmes but the blocking of such cookies may result in the impairment of certain functionalities of our Website such as your language of preference not being used.

Clicking certain hyperlinks on the Website may direct you to third party websites. Perks is not responsible for any content on such third party websites or for any damages suffered in visiting and using these third party websites.

6. Perks Holdings Sdn Bhd's Role and Liability

While Perks may facilitate transactions with Insurance Partners participating in AXCESS, as an insurance agent, Perks is not responsible or liable for any losses incurred by you as a result from any transaction. Our liability may also be subject to the laws relating to limitations on liability in the country you are transacting from. You are advised to read the insurance policy issued by the relevant Insurance Partner for the details of any insurance or coverage purchased via Perks.

Perks will not be liable for:

- i. any losses not directly caused by any breach on our part;
- ii. business losses including loss of profit, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; and/or



- iii. any consequential losses that were not foreseeable
- iv. in any event, our liability is limited to the amount of the premium paid.

7. Termination or Suspension of Use

We reserve the right and absolute discretion to terminate your access to the Website immediately and without prior notice without furnishing any reason. Among others, your access will be terminated if you commit any breach of these Conditions of Use or our Privacy Notice (as applicable).

8. Amendments to Conditions of Use

We reserve the right to modify or replace these Conditions of Use at any time and such revisions will take effect immediately upon such revisions being displayed on the Website. For material revisions, we will endeavour but shall not be obligated to provide seven (7) days notice of such revision to you. What is deemed a material revision shall be decided by us at our sole discretion.

9. Minors

Our Website is meant to be accessed by persons aged 18 or older. Any products or benefits for children are meant for the parents or adult guardians of children.

10. Additional Terms Relating to Software

When using services on the Website, you may also be using software or services provided by third parties such as wireless carriers or mobile providers and your use of such software or services is subject to the terms and conditions determined by these third parties.

You may not reverse engineer or encourage, assist or authorise the reverse engineering, decompiling or disassembling of any software used on the Website.

We may offer automatic or manual updates to the software on the Website or mobile application in order for you to continue accessing the Website, the Perks mobile application or use of any services provided thereunder.

11. Contact Us

If you have any general comments, queries, complaints or any enquiries on the use of our Website, you may email us at enquiry@perks.com.my.