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TERMS AND CONDITIONS OF USE

This website, www.perks.com.my ("**Website**"), is the property of and is operated by Perks Holdings Sdn Bhd and its group of companies ("**Perks**") who are licensed insurance agents and service providers for Shieldcard Holdings Sdn. Bhd, the owner and operator of the AXCESS Programme ("**AXCESS**").

Please read these terms and conditions for use ("**Conditions of Use**") carefully before using this Website or any services such as the payment options provided under the Website. By using and/or continuing to use this Website and/or such services, you signify your agreement and continued agreement to these Conditions of Use and the terms of our Privacy Notice located at www.perks.com.my/privacy-policy/ ("**Privacy Notice**") and to be bound by these Conditions of Use. You may not access or use this Website or any of the services provided if you disagree with the Conditions of Use and our Privacy Notice. Our Privacy Notice, among others, clarifies how and when personal information is processed, stored, used and disclosed.

You also acknowledge and agree that additional conditions of use may be applicable to websites operated by our principal insurance underwriters or our other service providers. You are advised to read such conditions of use which can be found on the respective insurance principals' websites.

Please also note that as Perks is a corporate insurance agent, any claims for refunds in respect of any cancelled insurance policy or coverage should be made directly to the Insurer concerned. Perks will not be liable in respect of such refunds.

1. Services Provided by Perks

Perks is a corporate insurance agent and currently provides the following services:

- (a) Purchase or Renewal of Motor Vehicle Insurance and other insurance products;
- (b) Payment of premiums via e-GHL ("**Payment Gateway Provider**") for insurance products purchased or renewed;
- (c) Where applicable, redemption of AXCESSpoints, Mesra points or other loyalty programme points as full or part payment of insurance premiums;
- (d) Issuance of cover notes for insurance purchased; and
- (e) Such other products and services as Perks or Perks, in collaboration with AXCESS, may provide from time to time.

Perks has the absolute discretion to upgrade, extend or restrict the ambit of services provided at any time and from time to time.

2. Insurance Principals

At present the Perks group are corporate agents for the following insurers:

- ✓ Zurich General Insurance Malaysia Berhad
- ✓ Zurich Takaful Malaysia Berhad

- ✓ Allianz General
- ✓ AXA-AFFIN General Insurance
- ✓ AIG Malaysia Insurance Berhad
- ✓ Pacific & Orient Insurance Co. Berhad (P&O)
- ✓ Liberty Insurance Malaysia Berhad
- ✓ Takaful Ikhlas General Berhad

In time, we plan to be able to act for most major insurers in Malaysia. The current and complete list of our Insurance Providers is displayed at www.perks.com.my/panel-of-insurers/.

3. Loyalty Point Redemption Services

Where applicable, redeeming loyalty points to reduce payable insurance premiums is subject to the following:

- (a) Perks has the absolute discretion in determining which loyalty programme points can be redeemed for the purpose of payment or part-payment of premiums for insurances purchased.
- (b) In the event of redemption of AXXESSpoints or any other loyalty points permitted to be redeemed under the AXXESS Programme, Perks shall not be liable in respect of any premiums paid by you, whether such payment is made fully by cash or other payment modes, or in cash combined with a redemption of AXXESSpoints or other loyalty points.
- (c) Regardless of the mode of payment for premiums, no cash refunds will be made by Perks upon any cancellation of insurance coverage neither will any reinstatement of your AXXESSpoints or other loyalty programme points redeemed for payment of premiums for insurance purchased will be made by Perks once the cover note or policy document for such insurance has been issued to you (whichever earlier).

4. Payments

- (a) For convenience, Perks provides for seamless online payment of premiums via our Payment Gateway Provider. Perks accepts no liability for payments made and by making online payments you acknowledge that you agree to these terms and conditions of use. You further acknowledge that you agree with any terms set out by e-GHL for such online payments. In the event of any loss howsoever suffered by you in making payments, you agree that you shall indemnify and hold Perks harmless from any liabilities claims, losses and expenses, including any legal fees may be incurred by Perks in connection with or arising from:
 - your use or misuse of the Website and information, products and services provided herein;
 - your breach of these Terms and Conditions of Use howsoever occasioned;
 - any intellectual property right or proprietary right infringement claim made by a third party against Perks in connection with your use of the Website or your fraudulent acts.

- (b) Perks reserves the right to cancel transactions which are suspected to be fraudulent, disputed or involve unauthorised use or debit or credit cards or online banking facilities.
- (c) You further acknowledge and agree that you shall provide a valid email address, contact number and other pertinent information if requested for purposes of verification of transactions or payments.
- (d) If you do not agree to any of these terms and conditions of use, you should not proceed with making any payments and that by proceeding you agree to and have no objections to these terms and conditions of use as may be amended by Perks from time to time by posting the revised version of these terms and conditions on the Perks website.

5. 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.

6. Intellectual Property and Author's Rights

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All rights not expressly granted to you under (as applicable) these Conditions of Use and Privacy Notice 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.

8. 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.

9. 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.

10. Perks' Role

While Perks may facilitate transactions with Insurance Partners participating in AXXESS, 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.

11. 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).

12. Amendments to Terms and 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 material shall be decided at our discretion. The date of such revision shall be stated at the beginning of these Terms and Conditions of Use as the Effective Date.

13. Minors

Our Website is meant to be accessed by persons aged 18 or older. Any use or payments by persons aged below 18 is not permitted and shall be deemed as unauthorised.

14. 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.

15. Law and Jurisdiction

These Terms and Conditions of Use are governed by and are to be construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts

16. Disclaimer

The materials and information made available via the Website including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided on an "as is" and "as available" basis and may include material and information provided by third parties.

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You are solely responsible to evaluate the quality, adequacy and completeness of all content and services of the Website and if in doubt should seek independent professional advice.

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15. 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. You may also call our Customer care hotline at 03-76889011.

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