

TERMS AND CONDITIONS OF ACCESS TO THIS WEBSITE

YOU MUST READ THESE TERMS AND CONDITIONS AS THEY IMPOSE OBLIGATIONS ON YOU INCLUDING TERMS WHICH LIMIT YOUR RIGHTS AND EXCLUDE OUR LIABILITY.

These terms and conditions govern your use of our website featuring our products and insurance services. It is important that you read and understand these terms and conditions before using our website. By accessing or using our website, you agree to be legally bound by these terms and conditions.

Definitions

In these terms and conditions:

- i) 'our', 'we', 'us' and 'Lonpac' means Lonpac Insurance Bhd, and where applicable, its officers, employees and authorised agents; and
- ii) 'you' and 'your' means the person or entity accessing and using this website.

Conflict of Terms

In the event of any conflict between the terms and conditions herein and those governing the relevant transaction or provision of products and services between you and us, the latter will prevail.

Revision of Terms and Conditions

You are strongly advised to check these Terms and Conditions periodically as we reserve the right to revise these Terms and Conditions from time to time without prior notice by updating this posting. Continued use of this website will signify that you agree to such revision.

Disclaimers

We are providing this website (including the information, names, images, pictures, logos and icons regarding or relating to Lonpac) and its contents on an 'as is' and 'as available' basis.

We make no expressed or implied representations or warranties:

- about the accuracy, reliability, completeness, truthfulness or suitability for any purpose of the information (including any other contents) and any related graphics published in this website and any other links to this website
- that access to our website, or any part of it will be uninterrupted, error or fault free
- that our website, its contents and server are free of any viruses, bugs or other harmful mechanisms
- that any products or services provided (whether by us or our authorised Third Parties) will be of merchantable quality or fit for their intended purpose
- that transmission over the Internet is absolutely secure as we do not have any control over the computer (including but not limited to its software and systems) used by you

Access and Use of this Website Services

- 1.2 Use of this Website Services at any time and from time to time shall indicate to Lonpac your acceptance and agreement of the provisions of the Terms and Conditions and your risks in conducting any transaction over the Internet.
- 1.4 You further represents and warrants that all information and instruction forwarded to Lonpac from time to time through this website or otherwise is correct, validly issued and legally binding on you.

Lonpac and/or authorized third party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided as if you had transacted it and/or provided the information. You shall be deemed to unconditionally and irrevocably agree that Lonpac shall not be liable for any loss or damage which you and/or any third party may incur.

- 1.5 You are deemed to agree that instructions or transactions received by Lonpac are irreversible when received completed or relied upon by Lonpac.

Lonpac may at its sole discretion refuse to carry out any of your instruction or transaction where such instructions or transactions are inconsistent with Lonpac's policy or any law or any rules or regulations to which Lonpac is subject to or for any other reason.

Notwithstanding the above, Lonpac is hereby authorized to comply with instructions received under this Website Services.

Independent Professional Advice

Before relying on any information (including any other contents) published on this website, you are advised to seek independent legal and/or financial professional advice as not all products and services offered by us will suit your personal requirement.

Use of Links

Certain links, including hypertext links, in this website will take you outside the website. Links are provided for your convenience and do not indicate, expressly or impliedly, any endorsement, authorization, approval or sponsorship by Lonpac of the linked website, its operator or its content. We are not responsible for the content and/or material of any linked website outside our site. Any such linked website which are owned by Third Parties will be subject to their own Privacy Policies.

Unless with the prior written consent of Lonpac or the relevant authorised Third Parties

- i) you are not permitted to incorporate any link to our website or any other linked website; and
- ii) no trade mark or logo may be used as a link or to mark any link to our website or any other linked website.

Copyright & Trademark

All rights in the design, images, text, graphics, logos, icons and other material on our website and the selection or arrangement thereof are the exclusive property of Lonpac and/or their respective authorised Third Parties as identified in this website and protected by copyright. Unless with our prior written permission, any use of materials on our website (including reproduction, alteration, transmission, modification, distribution, electronically copying, downloading or republication) is strictly prohibited.

All trade marks, get-up, product names, service marks, company names or logos or titles used in this website are the property of Lonpac and/or that of their respective authorised Third Party proprietors as identified in this website. The use (including reproduction, alteration, transmission, modification, distribution, electronically copying, downloading or republication) of any such trade marks, get-up, product names, service marks, company names, logos or titles may constitute an infringement of the holder's rights unless such use is with the prior written permission of Lonpac or its respective authorised Third Party proprietors.

Failing to obtain the prior written consent of Lonpac or the relevant authorised third party proprietors will result in you being subject to serious civil and/or criminal legal actions under the laws of Malaysia and we or the relevant third party proprietors shall pursue such actions to the full extent of the law to protect our rights.

Exclusion of Liability

To the fullest extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise) for any loss (including but not limited to loss of profits or other monetary loss, loss or interruption of data or computer time, erroneous transmission of data or program errors) or damages howsoever arising (including but not limited to compensatory, direct, indirect, special, incidental, consequential or punitive damages) even if we are notified in advance of such loss or damages as

a result of the following:

- Any technical, factual, textual or typographical inaccuracies, errors or omission on or relating to this website or any information on this website
- Reliance on the information contained in this website (including any linked website owned by our authorised Third Parties) and/or any unauthorised reproduction or utilisation of the contents of this website (including any linked website owned by our authorised Third Parties)
- Any technical, hardware or software failure of any kind, any interruption or delay in operation or computer viruses
- The unavailability of this website (or any part of it), products or services
- Any delay in providing or failure to provide or make available, products or services or any negligent provision of products or services
- Any misrepresentation on or relating to this website, the products or services (other than fraudulent misrepresentation made by us)
- Events beyond our control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident

Indemnity

You irrevocably agree to indemnify and keep us including our officers, directors, employees and authorised agents indemnified from and against any and all liabilities, losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by us or by a Third Party in relation to any claims or actions brought against us based on or resulting from the following circumstances:

- Your use or misuse of this website for the provision of our products and services
- Any unauthorised or illegal transaction you have transmitted through this website
- Your breach of these terms and conditions howsoever occasioned
- Any intellectual property right or proprietary right infringement claim made by a Third Party against us in connection with your use of this website

Termination

We have in our sole discretion the right to suspend (temporarily or indefinitely) and/or terminate your rights to use this website at any time without notice if you:

- are in breach of any terms and conditions;
- at any time violate or attempt to violate any rights of Lonpac, any other user of our services or any Third Party;
- are engaged in any illegal and/or fraudulent activity; or
- violate any applicable laws or regulations

Any rights that have accrued to Lonpac prior to and at the date of termination will remain enforceable after termination.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you must be in writing and sent by registered post to our address at 6th Floor, Bangunan Public Bank, 6 Jalan Sultan Sulaiman, 50000 Kuala Lumpur. Any notices that Lonpac wish to draw to your attention will be displayed on this website from time to time.

Unenforceability

The unenforceability of any provisions of these terms and conditions will not affect the enforceability of any other remaining provisions of these terms and conditions.

Waiver

Our failure to enforce at any time or for any period any one or more of these terms or conditions will not constitute a waiver of them or of the right at any time subsequently to enforce all these terms and conditions.

Law and Jurisdiction

These terms and conditions and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Malaysian courts.

We do not represent that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.