

Conditions of Use

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Please read these Conditions of Use carefully before using this Website or any services provided. 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 (located [here](#)) and to be bound by these Conditions of Use. You may not access or use this Website or any services if you disagree with our Privacy Notice or any of the Conditions of Use. Understanding the Conditions of Use is also important because in using the Website and any services, you are agreeing to all Conditions of Use and our expectation from users of the Website and services.

If you are using the Website on behalf of an organization: an authorised representative of that organization must agree to these Conditions of Use and the Privacy Notice. When an authorised representative is assigned a unique Member Account, the authorised representative shall act as the administrator of that Member Account. The administrator might require you to follow additional rules to access the Website. In certain circumstances or upon infringements being committed, SHIELDCARD has the authority to instruct the administrator to deny access to or terminate any users using the Website under the purview of the organisations Member Account.

1. Communications

Among others, you communicate with us electronically when you access the Website or other AXXESS Online Channels or when you send or receive emails or text messages to us via your computer, mobile phone or other network devices. You consent to receiving any electronic or physical communications from us in accordance with our Privacy Notice and that any consent or communications in electronic form by you shall be sufficient for the purpose of satisfying legal requirements for obtaining written consent, unless legally mandated otherwise. If you choose to communicate with us and provide feedback, such as suggestions to improve our services, we may but are not obligated to act with a view to improving our Website or services and may, at our discretion provide feedback on our efforts to you.

2. Intellectual Property and Author’s Rights

All content on or made available via the Website whether in the form of products and services, trademarks, text, graphics, logos, banners, buttons, icons, images, images, audio, video and data are the property of SHIELDCARD and/or the respective registered owners and protected in accordance with international laws and conventions on intellectual property..

You may not frame or use other trimming techniques to reproduce any trademark, logo or other proprietary information on the Website without first obtaining the respective intellectual property owner’s express written consent. You are also prohibited to extract, re-utilise or reproduce any content without obtaining our express consent. In particular, you may not use data mining, bots or similar data gathering and extraction tools to extract or compile any information or data from the Website. You may not publish content or data which features information unique to the Website or comprises a substantial part of the Website without our express consent.

3. Third party Websites

This Website may contain links to other websites or online portals which are owned and operated by SHIELDCARD's Programme Partners, Panel Insurers and Insurance Agents. You are advised to review any additional terms and conditions of use which may be imposed by these third parties before visiting their websites or using their services. You should not proceed if you do not agree to any additional terms and conditions in accessing these websites or the services provided thereunder. SHIELDCARD is not responsible for any content on such third party websites or for any damages you suffer, direct or indirect, in visiting and using third party websites.

4. Your License and Access Rights

Subject to and so far as you comply with these Conditions of Use, you are hereby granted a worldwide limited, non-exclusive, non-transferable royalty free license which allows you to access the Website. This license is not capable of being sub-licensed, shared, sold, transferred or otherwise conveyed to any party, whether for free or valuable consideration. It is strictly prohibited for you to use the Website or its content for any form of commercial purpose. You may not use any meta-tag or any other 'hidden text' utilising our or the AXXESS name, logo or trademark without our express consent. By using the Website you also grant us a license to reproduce communications or transactions conducted via the Website where legally permissible.

All rights not expressly granted to you under these Conditions of Use, Privacy Notice or the AXXESS Terms and Conditions remain the rights of SHIELDCARD. You undertake that you shall:

- Comply with applicable laws, including export control, sanctions, and human trafficking laws respect the rights of others, including privacy and intellectual property rights
- Not abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others
- Not abuse, harm, interfere with, or disrupt the Website or services, for example, by accessing or using the Website or services in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing our systems or protective measures.
- Not use fraudulent, immoral or criminal purposes or activities or for any purpose which is reasonably likely to or manner which causes annoyance, inconvenience or anxiety or which causes disruption to other Members or users of the Website.

5. Security

You are responsible for any acts or transactions performed on the Website under your unique username. You are therefore primarily responsible for maintaining the security and confidentiality of your Member account, your username and password. You should not disclose your username and password to any other person including to your spouse or other family members. You must inform us immediately if you suspect your username and/or password has been compromised or if you need to assign a new password to your Member Account. For security purposes also, we may make material changes that negatively impact your use of the Website or services including ceasing offering a certain service and will endeavour to provide you with a reasonable notice period prior to our restrictive actions unless the provision of notice might prolong any abuse or misuse of our Website or services.

6. Cookies and other programmes

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

7. Our Commitments to you

The only commitments we make regarding the Website and services or products offered (including the content, specific functions, or their reliability, availability, or ability to meet your needs) are:

- (a) The Website and services are provided using reasonable skill and care.
- (b) Adherence to the AXXESS Terms and Conditions.
- (c) Legally binding obligations under applicable laws.

8. Limitation of Liability

While SHIELDCARD may facilitate transactions with our Programme Partners and Panel Insurers, SHIELDCARD does not provide such products or services and accordingly, are not responsible or liable for any losses incurred by you or any party as a result from any such transactions. Our liability may also be limited by the laws on liability applicable to the transaction. SHIELDCARD is also not liable for:

- (a) any losses not directly caused by any breach on our part;
- (b) business losses including loss of profit, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; and
- (c) any consequential losses, direct or indirect.

9. 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 other reasons, your access and Membership in AXXESS will be terminated if:

- (a) you materially or repeatedly breach these Conditions of Use or the AXXESS Terms and Conditions;
- (b) you materially or repeatedly breach any product or service-specific additional terms or policies;
- (c) such suspension or termination is done in order to comply with a law or court order; or
- (d) we reasonably believe that your conduct causes harm or liability to us or to a Member, user or third party, for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

10. Amendments to Conditions of Use

New technologies and features are constantly being tested and implemented to improve our Website and services. For example, we may in the future incorporate artificial intelligence and machine learning in our Website functionalities. As part of this continual improvement, when the Website or a service requires or includes downloadable software, that software may update automatically on your browser or device once a new version or feature is available. By continuing to use the Website, you are deemed to agree to the update. Additional features, products or services may also necessitate that amendments be made to these Conditions of Use. We therefore reserve the right to modify, update or replace these Conditions of Use at any time with any revision to take effect immediately upon being displayed on the Website. For material revisions which may affect your Benefits, we will endeavour but shall not be obligated to provide reasonable notice of the changes to you. What is deemed to be 'material' shall be decided at our sole discretion.

11. Minors

Our Website is meant to be accessed by persons aged 18 or older. Any products or services which may benefit minors are meant to be perused by parents or legal guardians.

12. 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 internet service providers or wireless network carriers 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.

13. Contact Us

If you have any general comments, queries, complaints or require assistance on the AXXESS Programme or the Website you can email us at enquiry@shieldcard.com.my and we shall respond via telephone call or email within a reasonable time. You should also view our FAQs to see if the issue has been addressed there before emailing.

14. Conditions of Use to be Severable

These Conditions of Use are not intended and do not restrict any rights which are prescribed to you under written law. Any Condition of Use held to be invalid or unenforceable will not affect the legality or contractual nature of any other Condition of Use.

15. Applicable Law

The law applicable to these Conditions of Use, Privacy Notice, the AXXESS Terms and Conditions and the Website and products and services offered will be the laws of Malaysia. Any disputes will be resolved exclusively by the Malaysian courts.

[end of Conditions of Use]