

Terms & Conditions

Date of Revision: 3rd February 2022

In these Terms and Conditions, “SHIELDCARD”, “Company”, “we”, “us” or “our” refers to SHIELDCARD HOLDINGS SDN BHD (Company Registration No. 201401045178/1121362-P), the owner and operator of the AXXESS Programme (“AXXESS” or “Programme”) whilst “you”, “your” and words of similar import refer to you, the subscriber or potential subscriber to the AXXESS Programme (“Member”). Where relevant, references to “SHIELDCARD”, “Company”, “we”, “us” or “our” may also refer to SHIELDCARD’s parent company(ies) and subsidiaries.

THESE TERMS AND CONDITIONS GOVERN THE RELATIONSHIP BETWEEN YOU AND THE COMPANY AND SETS OUT THE TERMS AND RULES GOVERNING YOUR MEMBERSHIP IN THE AXXESS PROGRAMME.

THESE TERMS AND CONDITIONS MAY BE VARIED OR AMENDED FROM TIME TO TIME BY THE COMPANY. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE OBLIGATION AND RESPONSIBILITY TO KEEP APPRAISED OF THE UPDATED VERSION OF THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THE CHANGES IN THE TERMS AND CONDITIONS YOU SHALL TERMINATE YOUR ENROLMENT IN THE PROGRAMME. THE COMPANY SHALL NOT BE HELD RESPONSIBLE IN THE EVENT YOU ARE NOT AWARE OF ANY TERMS OR CONDITIONS WHICH MAY HAVE BEEN CHANGED OR RESCINDED SO LONG AS SUCH CHANGES HAVE BEEN POSTED ON THE PROGRAMME WEBSITE

THE TERMS AND CONDITIONS WITH THE MOST RECENT DATE OF REVISION SHALL BE THE VERSION IN FORCE AND SUPERCEDES ALL EARLIER VERSIONS.

BY ENROLLING AS A MEMBER IN THE AXXESS PROGRAMME, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL APPLY TO ALL MEMBERS OF THE PROGRAMME.

YOU FURTHER AGREE THAT BY ENROLLING IN THE AXXESS PROGRAMME, YOU CONSENT TO THE COLLECTION, STORING AND PROCESSING OF YOUR PERSONAL DATA AND FOR MARKETING MATERIAL TO BE SENT TO YOU AS PROVIDED FOR IN THE TERMS AND CONDITIONS AND IN ACCORDANCE WITH OUR PRIVACY NOTICE. YOU MAY ALSO ELECT NOT TO RECEIVE ANY SUCH MARKETING OR PROMOTIONAL MATERIAL FROM US.

YOU ARE ADVISED TO REFER TO OUR PRIVACY NOTICE FOR DETAILS ON HOW YOUR PERSONAL INFORMATION IS COLLECTED, STORED, SHARED AND PROCESSED.

YOU ALSO ACKNOWLEDGE THAT THE COMPANY ONLY OPERATES THE AXXESS PROGRAMME AND DOES NOT ITSELF PROVIDE ANY BENEFITS. **BENEFITS ARE PROVIDED TO YOU BY AND ARE THE RESPONSIBILITY OF PROGRAMME PARTNERS AND OUR PANEL INSURERS.**

AN UPDATED LIST OF PRODUCT(S), SERVICE(S) AND ONGOING PROMOTIONS IS DISPLAYED ON THE AXXESS WEBSITE AND OTHER AXXESS ONLINE CHANNELS. IF YOU PURCHASE PRODUCT(S) OR SERVICE(S) OR PARTICIPATE IN SUCH PROMOTION(S) CARRIED OUT BY OUR PROGRAMME PARTNERS OR PANEL INSURERS, ADDITIONAL TERMS AND CONDITIONS MAY BE APPLICABLE AND GOVERN SUCH PURCHASE(S) OR PROMOTION(S).

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and expressions shall have the meanings opposite:-

TERM	MEANING
“AXXESS Online Channels”	means the AXXESS Website, Social Media Channels and the AXXESS mobile application (if and when available to be downloaded onto a Member’s mobile phone or handheld device).
“AXXESSpoints”	means: (i) points which may be earned by a Member when they make purchases from Programme Partners, or Panel Insurers or Insurance Agents pursuant to the Programme; or (ii) points converted from our Programme Partners’ loyalty programmes’ points (where applicable).
“AXXESS Programme”, “AXXESS” or “Programme”	means the AXXESS benefits programme operated by the Company in accordance with these Terms and Conditions.
“AXXESS Website”	means the AXXESS web portal located at www.AXXESS.com.my or such other address as the Company may determine.
“Benefits”	refer to the: (a) PA Benefits; and/or (b) Motor Insurance Benefits and/or (c) the granting of AXXESSpoints to Members in accordance with these Terms and Conditions and other specified eligibility conditions as determined by the Company; and/or (d) other benefits provided under AXXESS from time to time by Programme Partners, Panel Insurers or Insurance Agents such as the offering of discounts, special offers, promotions and/or any other benefits.
“Eligibility Conditions”	means the accumulation of the Minimum Qualifying AXXESSpoints in a Member’s Account which shall qualify such Member to certain Benefits determined by the Company, Programme Partner, Panel Insurer or Insurance Agent offering the Benefit from time to time in accordance with these Terms and Conditions and any other terms or conditions set out in the insurance policy or other document relating to a particular Benefit.
“Insurance Agents”	means the authorised insurance agents of our Panel Insurers as approved by the Company.
“Intellectual Property Rights”	means all intellectual property rights in whatever form howsoever and whenever arising in relation to the Programme, Company, Benefits, Panel Insurers or Insurance Agents, their products or their electronic marketing media such as websites or mobile applications, whether or not registered, including (without limitation), patents, trade / service marks, trade names, registered designs, confidential information, trade secrets, goodwill and reputation and any rights deriving from the same and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

TERM	MEANING
“Member”	means a person who has enrolled in AXXESS by participating in a promotion carried out by our Programme Partners and/or Panel Insurers.
“Member Account”	means the Programme account created by the Company for each Member.
“Membership”	means a person’s enrolment and continued membership in AXXESS.
“Membership Account Number”	means the unique sixteen-digit number which will be displayed whenever a Member logs on to the AXXESS Website or other AXXESS Online Channels.
“Minimum Qualifying AXXESSpoints”	means the minimum number of AXXESSpoints as determined by the Company Programme Partners, Panel Insurers or Insurance Agents which need to be accumulated by Members to qualify and be eligible for any Benefit or Promotion.
“Motor Insurance Benefit”	means the reduction of premiums for motor vehicle insurance via the redemption of AXXESSpoints as described in Item 8 of these Terms and Conditions.
“Panel Insurers”	means the panel of insurers who are appointed by the Company to participate in the Programme.
“Personal Data”	has the same meaning as set out in the Personal Data Protection Act 2010 and anyrevisions, supplements or re-enactments.
“Privacy Notice”	means the principles and guidelines under which the Company will collect, store,process and share your Personal Data which is displayed on the AXXESS Website and AXXESS Online Channels.
“Programme Partners”	means the parties collaborating on the AXXESS Programme with the Company including Panel Insurers and Insurance Agents as listed and updated on the AXXESS Website and Social Media Channels from time to time.
“Social Media Channels”	means the official online social media accounts of Shieldcard and/or AXXESS.
“Promotion”	means a special offer or benefit under the Programmed offered by the Company and the Programme Partners, Panel Insurers or Insurance Agents to Members which may require Members to fulfill certain additional conditions.
“Terms and Conditions”	means, collectively the latest revision of these: (a) terms and conditions; (b) the Privacy Notice; and (c) the Eligibility Conditions, posted on the AXXESS Website and if applicable, on AXXESS Online Channels.

TERM	MEANING
“year”	means a continuous period of 365 days.

1.2 Unless otherwise specified, in this Terms and Conditions:-

- (a) any reference to any legislation or any provision of any legislation is a reference to that legislation or provision as amended, supplanted, extended or re-enacted from time to time;
- (b) references to Sections, Schedules and Appendices are to Sections of, Schedules to and Appendices of the Terms and Conditions;
- (c) any Schedules and Appendices of and to these Terms and Conditions shall form an integral part of and shall be taken, read and construed as an essential part of these Terms and Conditions;
- (d) headings and sub-headings are inserted for convenience only and shall be ignored in construing the provisions of these Terms and Conditions;
- (e) the words “herein”, “hereof”, “hereto”, “hereinafter” and “hereunder”, and words of similar import shall refer to these Terms and Conditions as a whole and not to any particular provision of these Terms and Conditions;
- (f) unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, references to persons shall include bodies corporate and partnerships, references to any gender shall include all genders and references to any document shall be deemed to include references to such document as varied or replaced from time to time;
- (g) “Ringgit Malaysia”, “RM” and “Sen” shall be construed as references to the lawful currency for the time being of Malaysia.
- (h) a “working day” shall refer to a day when banks are open for business in Selangor and exclude any public holidays and Saturdays and Sundays; and
- (i) no rule of construction shall apply to the disadvantage of the Company merely because the Company was responsible for the preparation of these Terms and Conditions.

2. GENERAL

2.1 You must be at least 18 years old and must be a citizen or permanent resident of Malaysia to enroll in the Programme. For certain Benefits your maximum age may be capped/determined in order for you to be eligible for that Benefit.

2.2 The AXXESS Programme enables Members to enjoy or be eligible for Benefits when a Member participates in a promotion or programme under our Programme Partners or Panel Insurers. The Membership Account No. must be shown or provided if requested by the Programme Partner or Panel Insurer in order to enjoy or be eligible for the Benefit.

2.3 AXXESS points can also be obtained by Members:

- (a) through the conversion of loyalty points earned under other loyalty programmes operated by Programme Partners;
- (b) when issued to Members upon purchase of an insurance product or services from our Panel Insurers (where applicable); and

- (c) when Members subscribe for any products or services offered under AXXESS or registering with affiliate programmes of AXXESS as may be offered from time to time.

2.4 In accordance with these Terms and Condition, all or part of the AXXESSpoints in a Member's Account can be redeemed as payment for motor vehicle insurance premiums when a Member purchases his/her motor vehicle insurance policy from the Company's Panel Insurers or Insurance Agents.

2.5 Members are advised to refer to the AXXESS Website or AXXESS Online Channels for an updated list of products, services and other programmes where other loyalty points can be converted or AXXESSpoints can be obtained.

2.6 At its discretion, the Company may from time to time offer additional Benefits to Members by promoting or displaying such Benefits on the AXXESS Website or AXXESS Online Channels (as and when they become available).

2.7 Membership in AXXESS is free and does not expire. Membership does not entail any credit, debit or finance facilities to Members. These Terms and Conditions are applicable once you have registered and remain a Member.

2.8 Your Membership, Member Account No. and AXXESSpoints are personal and are non-transferable or assignable.

3. ENROLMENT

3.1 Please refer to Clause 2.2 above and the terms and conditions for enrolment in AXXESS when participating in a promotion or programme under our Programme Partners or Panel Insurers.

3.2 Once enrolment is complete, Members will receive Membership confirmation and the Member's 16-digit Membership Account No. from the Company and may also receive email notification from the Programme Partner or Panel Insurer through which enrolment was performed Members may also be provided with a username and temporary password for Member Account.

3.3 Confidentiality during registration

(a) To register as a Member, Personal Data including but not limited to your name, gender, salutation, address, NRIC No., date of birth, email address and contact telephone number will need to be provided to the Company and the relevant Programme Partner or Panel Insurer.

(b) Personal Data is collected and processed in accordance with the terms of the Company's Privacy Notice which is displayed on the AXXESS Website and (where available) on AXXESS Online Channels. By enrolling as a Member, you are deemed to have read, understood and agreed to such Privacy Notice.

(c) In participating or subscribing to any affiliate programme, purchasing products in order to be eligible for Benefits or converting other loyalty points from Programme Partners, it is the responsibility of Members to read and understand the privacy policies of the respective Programme Partner or Panel Insurers as their Personal Data may be shared with the Programme Partner or Panel Insurer for the Benefit or for conversion of loyalty points. The Company is not liable for any Personal Data of Members which is used and processed by our Programme Partners and Panel Insurers.

3.4 By enrolling as a Member,

(a) you represent and undertake that all information provides during the enrollment process and throughout your interactions with the Company, Programme Partners, Panel Insurers and Insurance Agents are and will continue to be truthful, accurate and not misleading;

(b) that you will update information provided the Company to maintain the accuracy of the information provided under **Item 3.4(a)** above;

- (c) that you are solely responsible for activity conducted under your Member Account Number on AXXESS; and
- (d) you shall ensure that your username and password for AXXESS are kept confidential and private.

- 3.5 By registering as a Member you also acknowledge and agree to these Terms and Conditions, as amended by the Company from time to time so long as any amendments do not adversely affect Benefits you are currently enjoying. If for any reason you do not agree to any amendments to the Terms and Conditions or Privacy Notice, you should terminate your Membership immediately. No penalty, save for payments under any Benefits which you wish (and are entitled) to continue enjoying and/or any amounts owing shall be incurred by virtue of a Member terminating his/her Membership.
- 3.6 Programme Partners may require that Members also enroll in the loyalty programmes of the Programme Partner in order to be eligible for certain Benefits. In these instances it is your discretion whether or not you enroll in any other loyalty programme. The Company is not responsible in the event you suffer any loss or damage in enrolling or continuing to enroll in any loyalty programme operated by our Programme Partners.
- 3.7 As owner and operator of AXXESS, the Company reserves the right to decline, suspend or terminate your Membership at any time and without assigning any reason. However, you may appeal such decision by giving the Company written notice of your intention to appeal your suspension or termination.
- 3.8 AXXESS physical cards have been discontinued and are no longer valid from 01 December 2021. Members who previously enrolled and were provided with physical Membership cards will have to re-enroll as Members to continue to enjoy Benefits under AXXESS.

4. MEMBERSHIP ACCOUNT

- 4.1 No statements in respect of your Membership Account No. shall be issued by the Company. You must log in to your Member Account via the AXXESS Website to:
- (a) View your Member Account details and status;
 - (b) change your password and/or contact information;
 - (c) check the latest Benefits, promotions and offers available for Members; or
 - (d) check the number of AXXESSpoints in your Member Account.
- 4.2 You may be required to log on to both our Programme Partner's loyalty programme website and the AXXESS Website in order to convert other loyalty points to AXXESSpoints.
- 4.3 Rates of conversion shall be set out on the AXXESS Website and may differ according to the Programme Partner's loyalty programme.

5. BENEFITS

- 5.1 The list of Programme Partners together with the Benefits currently on offer and any Eligibility Conditions required to be fulfilled to enjoy any Benefit are set out on the AXXESS Website and (where available) on AXXESS Online Channels. The Benefits may also be displayed on the website or other electronic media channels of the Programme Partner participating in a Benefits programme or promotion.
- 5.2 Where a Benefit includes an insurance component, the Panel Insurer providing coverage under that particular Benefit will also be stated clearly and in most cases, a link to the insurance policy or Takaful Certificate for the Benefit will be displayed on the AXXESS Website or (where available) the AXXESS Online Channel.

- 5.3 For payouts under any insurance related Benefits, the terms of the insurance policy or Takaful certificate shall take precedence over these Terms and Conditions particularly but not limited to the conditions or circumstances determining if a Member is eligible for an insurance payout, the amount of the payout and any other conditions or pre-requisites to be fulfilled prior to the payout.
- 5.4 (a) Once registered as a Member and in possession of AXXESSpoints in his/her Member Account, a Member can utilize and redeem all or part of his/her AXXESSpoints to pay the insurance premium for his motor vehicle annual insurance provided the motor vehicle insurance is purchased via a Panel Insurer or Insurance Agents.
- (b) Unless determined otherwise by the Company in its sole discretion, for redemption purposes, the value of One (1) AXXESSpoint is deemed equivalent to One Malaysian Ringgit (RM1.00) only.
- 5.5 Additional Benefits may be offered from time to time by our Programme Partners and such Benefits or promotions may be carried out on an 'opt-in' or 'opt-out' basis. Members should regularly log in to their Member Account to keep updated on promotions and Benefits participated in by Members and other available promotions and Benefits.
- 5.6 The Company and Programme Partners may also from time to time carry out promotion or Benefits which can only be enjoyed by a certain class of Members, for example, Members who are also members of a Programme Partner's own loyalty programme, students off a particular institution, subscribers to a Programme Partner's services or other categories at the discretion of the Company and the Programme Partner.
- 5.7 The Company reserves the right to amend and update the list of Programme Partners and Benefits offered to Members at any time and from time to time by updating changes to the AXXESS Website or (where available) AXXESS Online Channels so long as such changes are not prejudicial to the Benefits subscribed to or currently enjoyed by Members
- 5.8 The changes to Benefits referred to in **Item 5.7** above may include the cancellation or discontinuation of any Benefit or promotion on condition that a Member is compensated equivalent to the value of the remainder of the Benefit cancelled or discontinued.
- 5.9 The Company shall not be held liable or responsible for the cessation or discontinuance of any party as a Programme Partner, for the cessation of any Benefit or for the expiry of AXXESSpoints in a Member's Account.
- 5.10 Under AXXESS, the Company, Programme Partners or Panel Insurers may conduct or carry out additional promotions or affiliate programmes which may be designated as programmes 'under AXXESS'. Such programmes may have additional distinct terms and conditions for eligibility PROVIDED that such programmes must also comply with these Terms and Conditions unless otherwise specifically stated.

6. SUBSCRIPTION FEES

- 6.1 No subscription or other fees are payable to enroll as a Member of AXXESS.

7. EARNING AXXESSPOINTS

- 7.1 AXXESSpoints do not have a cash value and cannot be converted into cash.
- 7.2 Please refer to **Item 3.3** above on how AXXESSpoints can be accumulated by Members. Nonetheless, other ways to earn AXXESSpoints may be introduced by the Company in the future.
- 7.3 Members must display their Membership Account Number prior to enjoying a promotion or Benefit. To enjoy a purchase Benefit or discount online via a third party website, Members must input his/her Membership Account Number when prompted. The Company is not responsible for any loss resulting from the disclosure of Personal Data when making purchases on any third party website or channel.
- 7.4 The conversion of other loyalty points to AXXESSpoints is done instantaneously but there may be a delay of up to

One (1) day for the new AXXESSpoints to be reflected in the AXXESS Website or (if available) other AXXESS Online Channels as determined by the Company.

- 7.5 For AXXESSpoints earned when purchasing products from Panel Insurers, if applicable, AXXESSpoints will only be awarded after the refund or cooling off period for such purchase has expired.
- 7.6 A Programme Partner may also stipulate other conditions to be fulfilled before the conversion of loyalty points to AXXESSpoints or the award of AXXESSpoints can take place such as the minimum number of loyalty points to be converted or the minimum purchase amount to be fulfilled. Such conditions shall be displayed on the AXXESS Website.
- 7.7 The basis for awarding AXXESSpoints may be modified by a particular Programme Partner at their discretion without prior notification to Members. However, such changes shall only take effect after they are displayed on the AXXESS Website.
- 7.8 Any disputes relating to AXXESSpoints must be notified to the Company within Fourteen (14) days from the date of the transaction which caused the dispute. The Company may request for supporting documents from Members and from the Programme Partner in mediating such disputes. The Company's decision on any dispute shall be final and no appeals will be entertained by the Company.
- 7.9 The Company may, at its discretion deduct or cancel AXXESSpoints from a Member's Account if it is determined that the AXXESSpoints have been earned or accumulated in a fraudulent transaction or manner or not in compliance with these Terms and Conditions.

8. REDEMPTION OF AXXESSPOINTS

- 8.1 AXXESSpoints may not be redeemed, converted, transferred, sold or exchanged for cash. AXXESSpoints may only be redeemed in paying the premium for a Member's Motor Vehicle Insurance policy purchased from the Panel Insurer or Insurance Agent. The relevant number of AXXESSpoints redeemed shall be deducted from the total number of AXXESSpoints in a Member's Account
- 8.2 The Company may from time to time designate other insurance products for which AXXESSpoints can be redeemed as premium payments.
- 8.3 One (1) AXXESSpoint in your Member Account has a nominal value of RM1.00 (Ringgit Malaysia One) only for the purpose of redemption.
- 8.4 The Company may modify the basis for redemption of AXXESSpoints by announcing the same on the AXXESS Website or (when available) other AXXESS Online Channels.
- 8.5 Regardless of when a Member enrolled in AXXESS, AXXESSpoints automatically expire at the end of the 36th month after being recorded in a Member's Account. To illustrate:

Date AXXESSpoints recorded in Member Account	Date of expiry of AXXESSpoints
11 January 2021	31 January 2024
31 January 2021	31 January 2024
1 July 2021	31 July 2024

- 8.6 AXXESSpoints are personal to and may only be redeemed by the Member who had earned such AXXESSpoints and into whose Member Account the AXXESSpoints have been credited into. Members Accounts must be in good standing and not cancelled, suspended or terminated (either by the Company or by the Member) at the time of redemption.
- 8.7 Further Information on how to redeem AXXESSpoints can be obtained from Insurance Agents or by calling our

Customer Care Hotline at +603 2779 2419.

- 8.8 Any redemption of AXXESSpoints cannot be revoked or cancelled once our Panel Insurer or Insurance Agents have received a redemption request from a Member. Once redeemed, no refunds of AXXESSpoints will be made even if the insurance product purchased is cancelled.

9. CANCELLATION OF MEMBERSHIP

- 9.1 Membership can be cancelled at any time by sending a termination notice in writing to us at the address specified on the AXXESS website. Termination of Membership will only take effect after we have acknowledged acceptance of your termination notice. To expedite termination, you may also call our Customer Care Hotline at +603 2779 2419. No refund or redemption of AXXESSpoints in the Member Account will be made upon cancellation.
- 9.2 Upon cancellation of Membership, a Member shall cease to be eligible to Benefits, to earn AXXESSpoints or to convert other loyalty points to AXXESSpoints.

10. INDEMNITIES BY MEMBER

- 10.1 You agree that you will indemnify and keep indemnified the Company against any costs, claim, demand, proceeding, liability, loss (excluding indirect or consequential losses) or expense reasonably suffered or incurred by you arising from any breach of the Terms and Conditions by you and that you shall, without prejudice to the generality of such indemnification, promptly pay to the Company or to any other party if so directed by the Company the amount necessary to discharge any such cost, claim, demand, proceeding, liability, loss or expense which has become due or which is immediately about to become due.
- 10.2 You acknowledge and agree that the Benefits are provided by Programme Partners and Panel Insurers and you shall not hold the Company accountable for any liability, loss or damage howsoever incurred, whether arising directly or indirectly from the Programme or the Benefits. You agree to indemnify and keep the Company indemnified against any liability, loss or damage incurred in any manner whatsoever and howsoever arising from or incidental to the provision and/or your utilisation of Benefits.
- 10.3 You acknowledge and agree that you are not entitled to any claim for compensation from the Company for any loss or damage, direct or indirect, suffered or incurred arising from any amendments to the Terms and Conditions or as a result of the cancellation, termination, or suspension of the Programme.

11. LIMITATION OF LIABILITY

- 11.1 You acknowledge that the Company owns and manages the Programme only and is not involved with nor responsible or liable for the Benefits. Accordingly the Company makes no guarantees, warranties, representations or promises whatsoever to you for any aspect of the Benefits including but not limited to the quality, accuracy, quantity or nature of the products or services offered by Programme Partners or Panel Insurers.
- 11.2 You may lodge a complaint with the Company in the event a Benefit is not provided or refused despite being displayed on the AXXESS Website or (where applicable) other AXXESS Online Channels and your fulfilment of Eligibility Conditions and the Company may carry out such investigations it deems necessary.
- 11.3 You acknowledge that the Company shall not be obliged to make good any loss suffered by you, whether actual or potential, offer a substitute or replacement Benefit or make refunds in respect of any Benefits refused. Any claims for damages or losses incurred by you due to the refusal of a Benefit shall be made directly against the Programme Partner or the Panel Insurer who had provided or refused to provide the Benefit.

12. TERMINATION OF MEMBERSHIP

- 12.1 Your Membership may be terminated by the Company in the event you are in breach of these Terms and Conditions

or for any reason the Company deems fit and without disclosing such reason to you. Notwithstanding that no breach of the Terms and Conditions has been committed by you, the Company reserves the right to terminate your Membership at its discretion by giving you fourteen (14) days written notice of the same.

12.2 Your Membership in the Programme shall also automatically terminate upon your demise and the AXXESS points you have accumulated shall thereupon be void and cease to have any redemption value.

12.3 Your termination to the Programme shall not affect any arrangement or liability which may have arisen between you and Programme Partners, Panel Insurers or Insurance Agents.

13. FRAUDULENT CLAIMS VOID

13.1 Your Membership shall immediately terminate if you make any request or claim for Benefits, convert other loyalty points or make any redemption of AXXESS points:-

- (a) knowing the request or claim to be fraudulent, false or misleading in any way; or
- (b) in circumstances where you ought reasonably have known that the request or claim was false, misleading or fraudulent in any way; or
- (c) if there is collusion between you and any other party which is intended to defraud the Company, Programme Partners or Panel Insurers or Insurance Agents.

13.2 Any false or fraudulent claims will be dealt with in accordance with and to the fullest extent of applicable laws.

14. PRIVACY AND CONFIDENTIALITY

14.1 The Company views the protection of your privacy as a paramount principle. Accordingly the Company shall comply with all privacy and Personal Data protection laws applicable in Malaysia. You are advised to refer to the Company's Privacy Notice for details on how the Company stores, transmits and uses your Personal Data.

14.2 Notwithstanding the measures that the Company has taken to ensure the security of your Personal Data, it is impossible to guarantee that third parties or hackers may gain unauthorised access to the computers, servers, networks or systems which store your Personal Data. The Company shall not be held liable in the event of any unlawful or unauthorised access to your Personal Data by any party including employees or agents of the Company who were not authorised to access your Personal Data.

15. YOUR REPRESENTATIONS AND WARRANTIES

15.1 By enrolling as a Member, you represent and warrant:-

- (a) that you are above the age of eighteen (18) at the date of your enrollment;
- (b) that you are aware of, agree to and shall comply with these Terms and Conditions and the Company's Privacy Notice;
- (c) that information provided by you to the Company, Programme Partners, Panel Insurers and Insurance Agents is true, accurate and not misleading;
- (d) that you are not a bankrupt nor are there any bankruptcy proceedings presently or pending or threatened against you; and
- (e) that you have the capacity and power to agree to and perform these Terms and Conditions and execute other documents relating to the Programme or Benefits.

16. WARRANTY OF THE COMPANY

16.1 The Company hereby warrants that it is a company incorporated under the laws of Malaysia and has full power and capacity to execute, deliver and perform the Terms and Conditions and its obligations relating to the Programme.

17. CONDUCT

17.1 If requested by the Company, you shall provide the Company with any documents relating to your utilisation of Benefits.

17.2 You undertake that you shall not utilise Benefits illegally or for the purpose of infringing lawful rights of any parties and further acknowledges that any such use shall be a breach of the Terms and Conditions and will result in termination of your Membership.

18. INTELLECTUAL PROPERTY

18.1 You acknowledge and agree that all legal, moral and equitable Intellectual Property Rights related to the Programme and Benefits shall belong to the Company, Programme Partners, Panel Insurers and Insurance Agents (as the case may be).

18.2 The insurance policies, certificates, terms and conditions, forms, procedures manuals and other materials or documents pertaining to AXXESS are proprietary to, as applicable, the Company, the Programme Partners, Panel Insurers and Insurance Agents accordingly and you hereby undertake to keep the same confidential and not utilise the same otherwise than for purposes of the Programme..

18.3 You agree that you shall safeguard such Intellectual Property Rights, shall exercise all reasonable care to preserve such materials as confidential trade secrets and shall not use the same for any purpose.

19. NOTICES

19.1 Any notice, request, demand or other communication made by Members under, these Terms and Conditions or in connection with the Programme shall be made in writing and delivered personally or by prepaid registered post or facsimile to the Company via the office address or facsimile number of the Company as set out on the AXXESS Website..

19.2 Any notice, request, demand or other communication made by the Company to you under these Terms and Conditions or in connection with the Programme shall be sufficient notice when made by way of an announcement on the AXXESS Website and, at the Company's discretion, via other AXXESS Online Channels.

19.3 Any such notice, demand or communication shall be deemed to have been duly served if sent in accordance with this **Item 19**.

20. GOVERNING LAW

20.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia with the courts of Malaysia having exclusive jurisdiction.

21. DISPUTE

21.1 In the event of any dispute in relation to the interpretation or application of these Terms and Conditions, you agree that the interpretation of the Company shall prevail and be binding.

22. FORCE MAJEURE

22.1 Neither the Company, the Programme Partners, Panel Insurers or Insurance Agents shall be under any liability for any loss suffered or incurred by you in the event Benefits cannot be extended to you as a result of plague, epidemic, strikes, industrial disputes, fire, floods, acts of government, riots, war, acts of terrorism, national emergency, Act of God, impediment by government laws, rules, regulations or orders or other events of force majeure, as determined by the Company or the Programme Partner or Panel Insurer responsible for providing the relevant Benefit.

23. COSTS AND EXPENSES

23.1 Any costs and expenses incurred by you relating to your Membership or utilisation of Benefits (including any professional consultant's or advisor's fees) including stamp duties shall be borne by you.

24. ASSIGNMENT

24.1 Unless otherwise specified, AXXESSpoints and Benefits are personal to Members and may not be assigned to any other party.

24.2 The Company, Programme Partners, Panel Insurers and Insurance Agents may assign and transfer their respective rights and obligations under the Programme or any Benefits. Any such assignment will be notified to Members on the AXXESS Website.

25. ENTIRE AGREEMENT

25.1 The latest revision of these Terms and Conditions shall supersede all previous versions and be binding on all Members regardless of their date of enrolment.

26. SEVERANCE

26.1 Any term, condition, stipulation, provision, covenant or undertaking in these Terms and Conditions which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

27. AMENDMENT OR VARIATION

27.1 The Company may, at its discretion, amend or modify the Terms and Conditions at any time and for whatever reason so long as the proposed amendment or modification does not violate any applicable laws or regulations.

27.2 Any amendments or modifications shall take effect on the date of posting on the AXXESS Website unless the Company determines otherwise.

27.3 It shall be a Member's sole responsibility to keep apprised of the latest version of the Terms and Conditions and the Company shall not be liable in the event of any damages or loss, whether direct or indirect, suffered by Members as a result of not being aware of the latest version of the Terms and Conditions.

28. DETERMINATION CONCLUSIVE

28.1 You acknowledge and agree that for all intents and purposes, any statement, certificate or other document issued by or on behalf of the Company which is:-

- (a) signed by an authorised officer of the Company; or

(b) contained in a document produced by a computer of the Company in the course of its ordinary use; shall, in the absence of manifest error be binding on and conclusive evidence against you.

29. **PREVAILING LANGUAGE**

29.1 In the event of any inconsistencies, conflicts, ambiguities or discrepancies in the English, Bahasa Malaysia or any other versions of these Terms and Condition, the English language version shall prevail.

[end of Terms & Conditions]