

TERMS OF USE OF TCIBS INSURANCE RENEWAL WEBSITE

We are Tan Chong Insurance Business Stream under Tan Chong Motor Holdings Berhad (“TCIBS”, “we”, “us” and/or “our”) and we operate www.tcibs.com.my and www.goinsuran.com (“Website”).

“TCIBS”, “we”, “us” and/or “our” shall mean TCCL Sdn. Bhd. [(Company No.198501006826 (139266-A)], Tan Chong Agency Sdn. Bhd. [(Company No.197901005107 (49379-W)], Autokita Sdn. Bhd. [(Company No.198401009114 (121656-A)], TC Insurservices Sdn. Bhd. [(Company No.200601021189 (740942-H)], Tan Chong Premier Sdn. Bhd. [(Company No.201101009795 (937934-H)] and/or Tan Chong IBS Sdn. Bhd. [(Company No.20130108188 (1058018-A)], either collectively or individually, as the context so requires.

This “Terms of Use of the Website” (“TOU”) sets out the terms on which you may access and use our Website.

You must register yourself and accept this TOU in order to use the Website. By registering, accessing and/or using the Website, you hereby agree to be bound by this TOU without limitation or qualification. If you do not agree with any of the provisions in this TOU, please immediately discontinue your access to and/or usage of the Website.

Registration and Account Security

1. The registration to be a member of the Website is **free of charge**.
2. You must be at least eighteen (18) years of age and is capable of entering into a legally binding agreement under the Malaysian law.
3. During the registration process, you may be required to provide us with accurate and complete personal information, including but not limited to your name, NRIC, home address, email address and any other information as may be deemed necessary by us (“Registration Information”). You shall be responsible to provide us with complete, accurate and updated Registration Information.
4. We have the absolute discretion to (i) refuse registration of; or (ii) terminate an account for any reason whatsoever.
5. Upon your successful registration, you will be given an account to access the Website, together with your user ID and password (collectively, “Log-In Credentials”).
6. You shall be responsible for maintaining the confidentiality, security and use of your Log-In Credentials:
 - (a) All instructions, confirmations, actions, acceptances, updates or whatever representations or dealings that have been received by us via your account shall be irrevocable and binding on you, whether given by you or other persons purporting to be you. You shall be solely responsible to us for all activities that occur under your account.

- (b) We shall not at any time be under a duty to verify the identity or authority of the person dealing with us apart from verifying the Log-In Credentials. You shall be fully responsible for any accidental or unauthorized disclosure of your Log-In Credentials to any other person and shall bear the risk of any unauthorized usage of your Log-In Credentials.
- (c) If there has been any unauthorized access to your account, you shall notify us as soon as practicable. Until we actually receive such notification, you shall remain responsible for any access and all use of the Website by the unauthorized person. Once we receive such notification, we have the right to suspend/disable your account.

Use of the Website

1. The Website provides to its members, inter alia:-
 - (a) sourcing, aggregating and comparing insurance products of more than one Insurer in respect of price quotations;
 - (b) arranging the transaction and procurement of such insurance products from the selected Insurer through any such electronic means;
 - (c) ancillary service(s) such as renewal of road tax.
2. The Website only provides the information that pertains to the insurers that are linked to us ("Insurers"). Such information includes but not limited to the Insurers' insurance products and price quotations (collectively, "Aggregate Content").
3. The Aggregate Content is generated from the information and data that we obtained from the Insurers based on the information which you have submitted through the Website. Therefore, we shall neither be liable or responsible for the accuracy, correctness or completeness of the Aggregate Content nor be held responsible for any errors, omissions or mistake in this respect.
4. The Aggregate Content does not constitute a recommendation or solicitation or offer to purchase any insurance products of the Insurers, nor do the Aggregate Content constitutes an advice regarding the suitability or quality of the Insurer's insurance products for your use.
5. During your use of the Website:
 - (a) it is your responsibility to ensure that your device(s) meets the compatibility requirements and/or specification for the use of the Website; and
 - (b) you will be charged by your network provider for access to network connection services for the duration of the connection while accessing the Website, or any such third party charges as may arise. You hereby agree that you shall be responsible for any such charges that arise.

Purchase of any Insurance Products from the Selected Insurer

1. A purchase of any insurance products from the selected Insurer made on the Website does not indicate a contract between you as the insured and us. The contract of insurance is between you and the selected Insurer. Subsequently, you are subject to the terms and conditions governing the related insurance product stipulated by the selected Insurer (“Insurance Terms”).
2. Payment
 - (a) Payment will be made directly to us.
 - (b) Payment methods:
 - (i) credit card; or
 - (ii) bank transfer; or
 - (iii) payment gateway; or
 - (iv) such other payment methods as determined by us from time to time.
3. Delivery of Cover Note, Invoice and Insurance Policy:

After payment received by us, a cover note and invoice will be delivered to you by email. Subject to item 4(a) below (Rejection), an insurance policy will be delivered to you by email.
4. Rejection:
 - (a) In the event that the selected Insurer rejects your purchase of the insurance products with them after payment has been made to us, such rejection will be reflected in the cover note as referred to in item 3 above (Delivery of Cover Note, Invoice and Insurance Policy) and please contact us immediately for further assistance on such rejection.

If there is no change on the rejection by the selected Insurer after our further clarification with them, we will refund in full of the premium paid.
 - (b) In the event of rejection of road tax renewal by Jabatan Pengangkutan Jalan, please contact us for the cancellation of the purchased insurance product within seven (7) days after such rejection or fourteen (14) days after the purchase date of the relevant insurance product whichever is earlier. We will then refund in full of the premium paid.
5. There is no cooling-off period available to you. Once payment has been made by you to us, the insurance renewal shall be concluded unless it is rejected under item 4 above (Rejection).

6. Insurance claims:

Please contact us or the respective Insurer.

7. Cancellation and Refunds:

Please contact us or the respective Insurer to cancel an existing insurance policy. Such Insurer is at its own discretion in determining the amount to be refunded subject to your eligibility which shall in turn subject to the Insurance Terms. This item 7 (Cancellation and Refunds) is not applicable for item 4 above (Rejection).

Personal Data

1. In the course of you using the Website, we may collect, use and disclose the personal data which you have submitted through the Website in accordance with our Privacy Policy.
2. With respect to the personal data of an individual others than yourself which you have submitted through the Website ("Relevant Individual"), you hereby represent and warrant to us that the consent of the Relevant Individual(s) has been obtained for our collection, use and disclosure of their personal data in accordance with our Privacy Policy.

Disclaimer of Warranty and Limitation of Liabilities

1. We shall not be liable for any losses or damages of any type which may arise from your use of the Website, Aggregate Content and services that provided to you through the Website.
2. Further, we do not warrant that the use of the Website, Aggregate Content and services that provided to you through the Website will be uninterrupted, error-free, or free from viruses, worms, trojan horses, spyware, adware, malware, harmful or malicious code, or other defects. The Website, Aggregate Content and services that we provide to you through the Website are provided on an "AS IS" basis, and the use of the same by you shall be at your sole risk.
3. The Website, Aggregate Content and services that we provide to you through the Website may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We shall not be liable or responsible for any delays, interruptions, failures, damages or losses resulting from such problems.
4. In addition, the Website, Aggregate Content and services that we provide to you through the Website may not be available due to scheduled updates or modifications works or temporary or permanent suspension or discontinuance all or any part thereof or other reasons from time to time at our sole discretion.

Indemnity

1. You hereby agree to release, indemnify and keep us indemnified from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or

in connection with:-

- (a) your use and misuse of the Website;
- (b) your breach of any provisions in this TOU;
- (c) any content or item or personal data that you may have submitted through the Website;
- (d) your infringement of any intellectual property rights in the Website and Aggregate Content.

Our Intellectual Property Rights

1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Website and Aggregate Content, together with the underlying software code, shall be our properties. You shall not, nor allow any third party to:
 - (a) make and distribute copies of the Website and/or Aggregate Content;
 - (b) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Website and/or Aggregate Content; or
 - (c) create derivative works of the Website of any kind whatsoever.
2. The Aggregate Content is for your personal use only and you shall not use it for any commercial purposes.

Suspension and/or Termination

1. We reserve the absolute rights and discretion to suspend and/or terminate your account in the Website without any notice to you, if we determine or suspect at our absolute discretion that:
 - (a) you have violated any of provisions in this TOU;
 - (b) you have provided false information and/or documentation to us;
 - (c) you are or may be engaged in any unauthorized and/or dishonest and/or fraudulent account activity or behavior.
2. Notwithstanding anything to the contrary herein, we reserve the absolute rights and discretion to suspend and/or terminate your account in the Website without any reason and any notice to you.

Force Majeure

1. We shall not be liable to you for any loss, damages or delay or failure in performance

hereunder resulting from any force majeure event, including but not limited to the acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations or any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other causes beyond our reasonable control which makes the continuance of operations impossible.

Third Party Links

1. The Website may contain links to websites owned and operated by other third parties ("Third Party Links"). These Third Party Links are provided for your information and convenience only and are not an endorsement by us of the content of such Third Party Links. We have no control of the content of any such Third Party Links and are not responsible for these Third Party Links or their content or availability

Amendments to this TOU

1. We reserve the right to amend, revise or modify any of the terms in this TOU at any time at our absolute discretion without prior notice to you, and such amended, revised or modified terms ("Amended Terms") shall be effective upon their publication on the Website.
2. You shall be responsible to check this TOU regularly to ensure that you are aware of all the terms governing your use of the Website.
3. If you do not agree to the Amended Terms, your sole remedy is to discontinue the use of the Website. Your continued use of the Website shall constitute your acceptance of such Amended Terms.

Miscellaneous

1. Time, wherever mentioned in this TOU, shall be deemed to be of essence.
2. If any one or more of the provisions contained in this TOU is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.
3. All notices, demands or other communications required to be given or made to us shall be made in writing and delivered by personal service, prepaid registered post or email at the address and/or email address as set out hereunder (or to such other address and/or email address as may be notified by us to you from time to time):-

Address: No. 62-68, Jalan Sultan Azlan Shah, 51200 Kuala Lumpur

Email address : lbs.bsc@tanchonggroup.com

Alternatively, you may reach us at 1800-88-8185 during office hour or via the feedback form at <https://www.tcibs.com.my/keep-in-touch/connect-with-us/>

4. This TOU constitutes the entire agreement and understanding between you and us with respect to the subject matter of this TOU and shall supersede all prior understandings and agreements, whether written or oral, between you and us with respect to such subject matter.
5. This TOU shall be governed by and interpreted in accordance with the laws of Malaysia. Any and all actions, disputes or controversies arising out of or in relation to this TOU and/or the use of the Website shall be submitted to the exclusive jurisdiction of the court of Malaysia.