

## **Website Terms of Use & Disclaimers**

We set out below the important points for you to note when using our website <https://medindemnity.com.my> ("**Site**") whether as a guest or as a registered user.

Please read these Terms of Use and Disclaimers carefully before you start to use the Site. By accessing or using this Site, you are agreeing to be bound by these Terms of Use and Disclaimers.

These Terms of Use and Disclaimers may be revised from time to time and these revisions become effective immediately upon them being updated on the Site. Continued access or use of this Site shall be considered acceptance of the revised Terms of Use and Disclaimers.

### **Information about Us**

The Site is operated by Tan Secretarial Services and Perunding Indemniti Makmur Gemilang. We are registered in Malaysia under company number 199803063055 (IP0136773-T), 201803363519 (002899946-W) and have our registered office at No. 4B-1 Prsn Rapat Baru 20 Taman Song Choon 31350 Ipoh Perak. We are registered General Agent for Chubb Insurance Bhd , RHB Insurance Bhd , Syarikat Takaful Am Malaysia Bhd and Zurich Takaful Am Bhd.

We give advice and make recommendation on insurance products. Where we do not give advice you will be informed at the outset. On these we will ask questions to narrow down the selection of policies and supply details of them. You will then make your own choice on how to proceed. We use a wide range of insurers to offer policies.

### **Geographical Limits**

The information on this Site is directed at residents of Malaysia. Insurance policies accessed through this Site should only be bought by persons residing in Malaysia.

Accessing this Site from territories where its content is illegal or unlawful is prohibited. If you chose to access this Site from outside of Malaysia, you are responsible for compliance with local laws.

### **Access to Our Site and Changes to Our Site**

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or our entire

Site, to users including those who have registered with us.

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and Disclaimers, and that they comply with them.

You take full and sole responsibility when using content or services provided on this and any linked sites.

### **No Advice**

Our website does not provide you with any personal, financial, investment or any advice of any kind. Our website and the information it contains does not take into account your particular financial or insurance position or requirements and you should always obtain professional advice before acting upon any of the information contained on our website or other links contained on our website.

### **Accuracy of Information**

We endeavour to ensure the accuracy and reliability of the information provided on this Site but do not guarantee its accuracy, completeness or reliability. For the avoidance of doubt, the information provided on this Site are subject in all respects to the specific terms and conditions of the actual policy or product/service agreement to which they refer or relate.

Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. In this connection you should take note that the information provided on this Site are made available for informative purposes only. They are not intended to serve as nor shall they be deemed as professional advice. Accordingly, none of the information provided on this Site should be interpreted or deemed as investment, legal, tax or other advice. Notwithstanding the foregoing provision, any advice rendered by us subsequent to your engagement of our services as your financial adviser shall amount to professional advice for the purposes in connection therewith.

### **Disclaimer Liability**

This company strives to make sure that the information on its web site is accurate, but inaccuracies or errors can occur. You use this web site at your own risk.

Tan Secretarial Services and Perunding Indemniti Makmur Gemilang reserves the right to change or modify the content of its web site at any time with or without notice. Your continued use of this web site constitutes your acceptance of such modified terms.

This web site and all of the information contained therein are provided "as is." Tan Secretarial Services and Perunding Indemniti Makmur Gemilang Disclaims any and all warranties of any kind, whether express or implied, as to anything whatsoever

relating to this web site and any information provided herein, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, and non infringement. Tan Secretarial Services and Perunding Indemniti Makmur Gemilang is not liable for any direct, indirect, special, punitive, incidental or consequential damages caused by the use of this web site and/or the content located thereon, whether resulting in whole or in part, from breach of contract, tortious conduct, negligence, strict liability or any other cause of action. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion may not apply to you.

### **Links to other Websites**

Contained in this Site are links to third party websites that are not under our control. These links are provided for your information and convenience and the inclusion of any link does not imply endorsement of the sites to which the link leads. Accordingly we do not in any way warrant the adequacy, accuracy, reliability or completeness of any information contained in any website which is hyperlinked or referred to in this Site.

You are entirely at your own risk when accessing these sites and under no circumstance will we accept any responsibility or liability in respect of the linked sites.

### **Identification and Authentication**

If you choose, or you are provided with, a user identification or authentication code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. In this connection, you could be held liable for any loss or damage, whether suffered by us or a third party, which arise as a direct or indirect result of any unauthorized usage of your user identification code and/or unauthorized disclosure of your password unless you are able to prove to our satisfaction, as decided by us in the exercise of our sole and absolute discretion, that you had taken all necessary safety precautions as well as reasonable measures of prudence and that the unauthorized usage of your user identification code and/or unauthorized disclosure of your password was not in any way caused by any negligence on your part.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use and Disclaimers. We shall not be held liable for any direct or indirect loss or damage which you may suffer as a result of any invalidation or cancellation of your user identification code or password.

## **Acceptable Use Policy**

You may use the Site only for lawful purposes.

You will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from this Site, including but not limited to information relating to insurance policies and prices, whether that information has been gained by the use of spiders, data mining, trawling or other 'screen scraping' software or system used to extract data.

You will not do anything that affects the integrity or security of this Site or causes or may cause harm, damage or unreasonable inconvenience to other users of this website or us.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

We reserve our right to resort to any legal recourse which we, in the exercise of our sole and absolute discretion, deem necessary and/or appropriate to be taken against you in the event of any unlawful and/or unauthorized usage of this Site by you or persons under your control and to recover any loss or damage suffered as a result thereof from you.

## **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Accordingly you must obtain the permission of the relevant insurance company prior to any usage or reproduction of any material in this Site belonging to such insurance company which amounts to intellectual property,

## **Information about You and Your Visits to Our Site**

We process information about you in accordance with our [privacy policy](#). By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

### **Transactions Concluded Through Our Site**

All insurance policies described in this Site or placed by us on your behalf are subject to the terms and conditions of any applicable agreements. In case of doubt the User should seek assistance directly from the insurer or by contacting us at our contact details below.

### **Choice of Law and Jurisdiction**

These Terms of Use and Disclaimers and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malaysia.

The Malaysian courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

### **Your Concerns**

If you have any concerns about material which appears on our Site, please contact us at +60 (13) 2894932 or [enquiry@medindemnity.com.my](mailto:enquiry@medindemnity.com.my)

Thank you for visiting our Site.