

AXXESS PROGRAMME TERMS & CONDITIONS

DATE OF REVISION: 3 August 2017

In these Terms and Conditions, “Company” “we” or “us” refers to SHIELDCARD HOLDINGS SDN BHD (Company No. 1121362-P) the owner of the AXXESS Programme (“AXXESS Programme”) and AXXESS Cards (“AXXESS Card”) whilst “you”, “your” and words of similar import refer to you, the holder of the AXXESS Card and subscriber to the AXXESS Programme.

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SHALL NOT BE HELD RESPONSIBLE IN THE EVENT YOU ARE NOT AWARE OF ANY TERMS OR CONDITIONS WHICH MAY HAVE BEEN CHANGED OR RESCINDED SO LONG AS SUCH CHANGES HAVE BEEN POSTED ON THE PROGRAMME WEBSITE.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 ACTIVATING YOUR AXXESS CARD AND ENROLLING AS A MEMBER IN THE AXXESS PROGRAMME, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS REGARDLESS OF THE DATE YOU ACTIVATED YOUR AXXESS CARD. THESE TERMS AND CONDITIONS SHALL APPLY TO ALL MEMBERS OF THE PROGRAMME INCLUDING SUBSIDIARY CARDHOLDERS.

YOU FURTHER AGREE THAT BY ACTIVATING YOUR AXXESS CARD AND ENROLLING IN THE AXXESS PROGRAMME, YOU CONSENT TO THE COLLECTION, STORING AND PROCESSING OF YOUR PERSONAL DATA AS PROVIDED FOR IN THE TERMS AND CONDITIONS AND IN ACCORDANCE WITH OUR PRIVACY NOTICE. YOU AGREE THAT CONTENT RELATING TO YOUR MEMBERSHIP AND THE AXXESS PROGRAMME MAY BE PUSHED WIRELESSLY TO YOUR MOBILE DEVICE. HOWEVER YOU MAY ELECT NOT TO RECEIVE 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 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 AND ARE THE RESPONSIBILITY OF THE PARTICIPATING MERCHANTS AND OUR PANEL OF INSURANCE PARTNERS.**

IF YOU RECEIVE A DISCOUNT OR PROMOTION TO PURCHASE THE CARD FROM OUR PROGRAMME PARTNERS, ADDITIONAL TERMS AND CONDITIONS MAY BE APPLICABLE AND GOVERN YOUR MEMBERSHIP. THESE ADDITIONAL TERMS ARE APPLICABLE TO YOUR MEMBERSHIP IN ADDITION TO THE GENERAL TERMS AND CONDITIONS WHICH ARE APPLICABLE TO ALL MEMBERS.

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AXXESS PROGRAMME TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

“AXXESS Mobile App”	means the AXXESS mobile application which can be downloaded onto a Member’s mobile phone or handheld device.
“AXXESSpoints”	means the points earned by a Cardholder under the Programme when purchases are made from Participating Merchants.
“AXXESS Programme” or “Programme”	means the AXXESS benefits programme operated by the Company in accordance with these Terms and Conditions.
“Benefits”	means: (a) Merchant Benefits; (b) Medical Benefits; and (c) The earning and redemption of AXXESSpoints.
“Card” or “AXXESS Card”	means the membership card issued by the Company under the AXXESS Programme which include subsidiary Cards and authorised virtual replicas of the Card displayed via the AXXESS Mobile App.
“Eligibility Conditions”	means any conditions determined by the Company, Insurance Partners or Participating Merchants for Cardholders’ to be eligible to Benefits.
“Insurance Partners”	means the panel of insurers who are appointed by the Company to participate in the Programme.
“Intellectual Property Rights”	means all intellectual property rights in whatever form howsoever and whenever arising in relation to the Programme, Company, Benefits, Participating Merchants or Insurance Partners or their websites 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.
“Medical Benefits”	means the hospitalisation and health insurance coverage which Members will enjoy free of charge when the Minimum Qualifying AXXESSPoints have been accumulated by them in a particular year.
“Member”	means any person who has activated the AXXESS Card and is enrolled in the AXXESS Programme.

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“Member Account”	means your online AXXESS Programme account established by the Company when you activate your Card.
“Membership”	means your enrolment and membership in the Programme.
“Membership Account Number”	means the number printed on a Card which will be registered as a Member’s account number by the Company upon activation of the Card.
“Merchant Benefits”	mean discounts for purchases, special offers, / promotions and/or such other benefits or promotions specified by a Participating Merchant.
“Minimum Qualifying AXXESSpoints”	smean the minimum number of AXXESSpoints which need to be accumulated by Members to be qualify for and be eligible to enjoy the free Medical Benefits, which shall be Four Hundred (400) AXXESSpoints or such other number as determined by the Company.
“Participating Merchants”	means such persons, business enterprises, companies or other entities are providing Merchant Benefits under the Programme as detailed on the Website.
“Personal Data”	has the same meaning as set out in the Personal Data Protection Act 2010 and any revisions, supplements or re-enactments.
“Privacy Notice”	means the principles and guidelines under which the Company will collect, store, process and share your Personal Data.
“Programme Partners”	means the parties listed on the Website who have collaborated with us in respect of the issuance of the AXXESS Card.
“Terms and Conditions” or “Cardholder Agreement”	means, collectively: (a) the latest revision of these terms and conditions posted on the Website; (b) the Privacy Notice; and (c) the Eligibility Conditions.
“Website”	means the website of the Programme at www.AXXESS.com.my or such other address as the Company may determine.
“Welcome Pack”	means the information and instructions leaflet which Cardholders receive when they purchase the AXXESS Card.
“year”	means a continuous period of 365 days.

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- 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 aged between 18 and above to enroll in the Programme and must be a Malaysian citizen or permanent resident.
- 2.2 The AXXESS Programme is a benefits programme. As a Member, you earn points known as AXXESSpoints when you present the Card to Participating Merchants (in-store) or submit your Membership Account Number (online) during purchases. Complimentary Medical Benefits will be extended to Members who earn the Minimum Qualifying AXXESSpoints during a particular year. AXXESSpoints can also be redeemed in accordance with these Terms and Conditions to pay for your motor vehicle insurance policies or coverage which is purchased from Insurance Partners.
- 2.3 The AXXESS Card is not a cash, credit or debit card and does not expire. Once you have activated your AXXESS Card, you are, subject to the Terms and Conditions, enrolled as a Member for life.
- 2.4 Your Card, Membership Account Number and any AXXESSpoints you earn are personal to you and your Member Account and are non-transferable or assignable.

3. GETTING THE CARD

3.1 The AXXESS Card can be purchased online by visiting the Website. Each individual is only allowed to purchase five (5) AXXESS Cards online via the Website. If you want to purchase more than this number, you should call our Customer Care Hotline at 1-300-30-2010. The purchase price of each Card is **Ringgit Malaysia Twenty (20.00)** only (excluding GST). This purchase price excludes any courier or postage charges which may be chargeable to deliver the Card to you. You shall also bear any GST on the purchase price of the Card and any courier and postal charges. No refunds will be given once you have purchased the Card. We reserve the entire discretion to offer promotions or discounts on the purchase price of the Card at any time and to determine conditions under which the Card can be purchased at a discounted or promotional price.

3.2 You will be required to provide your mailing address when you purchase the Card and you shall receive the Card at the address provided by you within twenty one (21) working days from the date of your purchase. If the Card is delivered to a wrong address because you did not provide the correct address, you shall need to make a fresh payment of the purchase price of the Card and courier or shipping charges (plus GST) before a new Card is sent to you.

3.3 You must complete the enrollment process and activate your Card before you can earn AXXESSpoints and enjoy any Benefits. As owner and operator of the Programme, we reserve the right to decline your enrolment or terminate your membership in the Programme without assigning any reason.

4. ACTIVATING YOUR AXXESS CARD

4.1 Before enrollment and activation of your Card has been completed, you are only “Pre-Enrolled” as a Member and not yet eligible to Benefits. Any AXXESSpoints given by Participating Merchants prior to you activating your AXXESS Card shall not be

recognized or credited into your Member Account.

4.2 You may activate your Card from 29 March 2017 by clicking the “**Activate AXXESS Membership**” button on our Website and following the instructions provided.

4.3 During activation of your Card, you will need to provide Personal Data to the Company which includes but is not limited to your name, gender, salutation, address, NRIC No., date of birth, email address and contact telephone number. Your Personal Data is collected and processed by us in accordance with the terms of our Privacy Policy which you should read and understand and need to agree to during activation of your Card. You will also be asked to establish an eight (8) digit alphanumeric password which you will use to access your Member Account during the activation process.

4.4 During activation you will also be required to verify your email address by clicking on the link sent to your email address.

4.5 You hereby represent and undertake that all information you provide during activation of the Card and throughout your interactions with the Company will be true, accurate and not misleading. You agree to update any information provided to us in order to maintain its truth and accuracy. You are solely responsible for your account activity and the confidentiality of your username and passwords you create.

4.6 By activating your Card you acknowledge and agree to these Terms and Conditions and consent to the Company’s use of your Personal Data in compliance with our Privacy Policy. If you do not agree to the Terms and Conditions or Privacy Policy, you should not proceed to activate your Card or, if already activated, you should terminate your Card by notifying us through the Website. You may terminate your membership at any time without incurring any penalty.

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5. MEMBER ACCOUNT

5.1 Once you activate your Card, a Member Account shall be established for you in order for you to accumulate AXXESSpoints under the Programme.

5.2 No statements in respect of your Member Account shall be issued by the Company. You must log in to your Member Account via our Website or Mobile App to:

- (a) change your password and contact details; and
- (b) check the number of AXXESSpoints in your Member Account.

5.3 However, in the event you have earned enough AXXESSpoints to be eligible for the Medical Benefits, we will notify you via your registered email address and/or Mobile App once you log in.

6. BENEFITS

6.1 A full list of Participating Merchants together with the Benefits offered and Eligibility Conditions to enjoy such Benefits are set out on the Website. Benefits can only be enjoyed after the Card has been activated and subject to these Terms and Conditions and any Eligibility Conditions.

6.2 As a Member of the Programme:

- (a) you earn AXXESSpoints when you transact and spend at Participating Merchants;
- (b) you can redeem AXXESSpoints you have earned to pay insurance premiums for insurance products such as motor vehicle insurance purchased from our Insurance Partners;
- (c) once you have accumulated the Minimum Qualifying AXXESSpoints in a particular year, you shall be eligible to receive the

Medical Benefit comprising Health and Hospitalisation benefits of up to a maximum of RM50,000-00 annually free of charge.

6.3 You must present your physical or virtual Card (for in-store purchases) or input your Membership Account Number (for online purchases) before you can earn AXXESSpoints from Participating Merchants.

6.4 The Company reserves the right to amend and update the list of Participating Merchants, Benefits and Eligibility Conditions as may be required at any time and without prior notice to you.

6.5 The Company shall not be held liable or responsible for the cessation of any merchant as a Participating Merchant or for cessation of any Benefit by a Participating Merchant or for any failure to earn AXXESSpoints in relation to the same.

7. MEDICAL BENEFITS

7.1 The Medical Benefits are provided to you free of charge to reward you for participating in and supporting the Programme after you have the Minimum Qualifying AXXESSpoints in your Member Account in a particular year. Please see Section 9 below on how AXXESSpoints can be accumulated and our Website for details of the Medical Benefits.

7.2 For the avoidance of doubt, no redemption or cancellation of your AXXESSpoints will be carried out in order for you to obtain the free Medical Benefit. The AXXESSpoints you have earned to qualify for the Medical Benefit remain in your Member Account and can be redeemed in accordance with these Terms and Conditions.

7.3 Enjoyment of the Medical Benefits are also subject to such Eligibility Conditions as determined by our Insurance Partners who are underwriting the Medical Benefits.

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- 7.4 Once earned, the Medical Benefits can be enjoyed by you for a period of Twelve (12) months from the date that you became eligible for the Medical Benefits. In order to be eligible for the free Medical Benefit for the next twelve (12) months, you will need to re-accumulate the Minimum Qualifying AXXESSpoints in your Member Account.
- 7.5 You agree that you will contact the Insurance Partner underwriting the free Medical Benefit directly and not the Company in the event of any queries or when making any claims under the Medical Benefit.
- 8. SUBSCRIPTION FEE**
- 8.1 Although there is none at present, we may in the future decide to charge a subscription fee (annual or otherwise) for Membership in the Programme. If you choose to remain enrolled in the Programme, you hereby agree that you shall pay such subscription fee once the same is implemented.
- 8.2 If you do not agree to pay the subscription fee, you shall terminate your Membership.
- 9. EARNING AXXESSPOINTS**
- 9.1 AXXESSpoints do not have a cash value and cannot be converted into cash.
- 9.2 AXXESSpoints can be earned or accumulated in your Member Account by:
- (a) making purchases at Participating Merchants
 - (b) converting other loyalty points which are awarded by our Programme Partners into AXXESSpoints (coming soon), subject to the ratio and conditions for conversion as determined jointly by us and the Programme Partner; or
 - (c) purchase AXXESSpoints directly from us via the Website (coming soon).
- 9.3 You must present your physical or virtual Card (for in-store purchases) or input your Membership Account Number (for online purchases) before you can earn AXXESSpoints from Participating Merchants.
- 9.4 For AXXESSpoints earned when transacting with Participating Merchants, the AXXESSpoints awarding structure together with control and responsibility for notifying the Company for the purpose of crediting AXXESSpoints into your Member Account lies with the Participating Merchants and not the Company. The time period for the crediting of AXXESSpoints earned to your Member Account is also under the control of the Participating Merchant. Accordingly, we assume no responsibility or liability for any delay in the accrual of AXXESSpoints to your Member Account.
- 9.5 A Participating Merchant may also stipulate other Eligibility Conditions which must be fulfilled for you to earn AXXESSpoints. The full list of Participating Merchants and their respective AXXESSpoints awarding structure and Eligibility Conditions are set out on our Website and you are advised to keep yourself updated on the latest list of Participating Merchants and their Eligibility Conditions as they may change from time to time.
- 9.6 Subject to notification being given by a Participating Merchant to the Company, AXXESSpoints for spending at a particular Participating Merchant shall only be reflected in your Member Account after that Participating Merchant's refund policy has been taken into account. Notwithstanding this, the Company may make adjustments to the number of AXXESSpoints earned or in the Member Account as a result of returned goods or service fees from billing disputes.
- 9.7 The structure and basis for awarding AXXESSpoints may be modified by Participating Merchants at their discretion without prior notification to you but such

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changes shall be displayed on the Website. Among others, Participating Merchants may from time to time offer exclusive promotions which enable Members to earn bonus AXXESSpoints.

9.8 Any disputes over the earning of AXXESSpoints must be notified to us within fourteen (14) days from the date of the relevant transaction. You shall provide supporting documents such as receipts whenever you notify us of such disputes. You agree that the Company's decision on any dispute shall be final and agree to comply with such decisions.

9.9 No AXXESSpoints are earned for transactions which are conducted with a merchant who has ceased to be a Participating Merchant.

9.10 (a) For a limited time, new Members to AXXESS will be rewarded with Forty (40) AXXESSpoints free of charge if they purchase Cards within the limited offer period. To be eligible for the forty (40) free AXXESSpoints, a Card must have been activated and must be presented or swiped three (3) separate times within 30 days of activation or before 30th November 2017 whichever is earlier. There is no minimum purchase amount for each use or swipe of the Card

(b) These forty (40) AXXESSpoints can only be redeemed against motor insurance benefits and not be included in determining whether a Member has earned the number of AXXESSpoints required to be eligible for the Medical Benefit.

(c) If you purchase more than one Card, you will only receive the Forty (40) free AXXESSpoints ONCE for the FIRST Card you activate tied to your NRIC no. and subsequently use or swipe three times. No free AXXESSpoints will be given for any other Cards you may have

purchased and activated using the same NRIC No.

(d) The forty (40) AXXESSpoints can be redeemed only for a single motor insurance premium per Card on or by 31st October 2018. The motor insurance policy for which the free AXXESSpoints are redeemed must be for a period of one year. In the event the said motor insurance policy is cancelled no refund shall be made in respect of the free AXXESSpoints.

10. REDEEMING AXXESSPOINTS

10.1 AXXESSpoints may not be redeemed, converted, transferred, sold or exchanged for cash. AXXESSpoints may only be redeemed to pay the premiums for motor vehicle insurance purchased from Insurance Partners. The redemption of AXXESSpoints can be carried out commencing from 1 July 2017.

10.2 One (1) AXXESSpoint in your Member Account has a nominal value of RM1.00 (Ringgit Malaysia One) only for the purpose of redemption under the Programme. AXXESSpoints can only be redeemed to pay the premiums for motor vehicle insurance purchased by you from our Insurance Partners.

10.3 The Company reserves the right to modify the basis for redemption without giving you any prior notice. You must have a minimum of fifty (50) AXXESSpoints in your Member Account before you can carry out a redemption.

10.4 Upon a redemption of AXXESSpoints, the relevant number of AXXESSpoints redeemed shall be deducted from the total number of AXXESSpoints in your Member Account.

10.5 AXXESSpoints in your Member Account must be redeemed within three (3) years from the date that they are recorded in your

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Member Account. AXXESSpoints not redeemed will expire and not be capable of being redeemed. Such expired AXXESSpoints will be deducted from your Member Account. No extension period for redemption will be granted for AXXESSpoints which have expired

although we retain the discretion to change the expiry period for AXXESSpoints which are earned under specific promotions/campaigns. AXXESSpoints redeemed shall be on a first in first out basis so that the earliest expiring AXXESSpoints shall be redeemed first.

10.6 Regardless of when you enrolled in the Programme, AXXESSpoints automatically expire at the end of the

36th month after being recorded in your Member Account.

To illustrate:

Date AXXESSpoints recorded in Member Account	Date of expiry of AXXESSpoints
11 January 2017	31 January 2020
31 January 2017	31 January 2020
1 July 2017	31 July 2020

10.7 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 a redemption request.

terms and conditions you need to comply with.

10.8 Information on how to redeem AXXESSpoints will be on the Website from 1 July 2017. If you have any queries relating to the redemption of AXXESSpoints, you should call our Customer Care Hotline at 1-300-30-2010.

10.11 Any redemption of AXXESSpoints cannot be revoked or cancelled once our Insurance Partners have received and approved the redemption request. Further although the insurance policy purchased via the redemption of AXXESSpoints may be cancelled by you, once AXXESSpoints have been redeemed, such AXXESSpoints may not be refunded into your Member Account.

10.9 Other forms of loyalty points earned by you from our Programme Partners may not be redeemed under the Programme unless such points have been converted to AXXESSpoints, if allowed under these Terms and Conditions. Please refer to the Schedule of these Terms and Conditions to see a list of our Programme Partners and loyalty points which can be converted into AXXESSpoints and for any additional

10.12 The minimum number of AXXESSpoints for redemption during purchase of motor insurance is sixty (60) AXXESSpoints.

10.13 If you have more than one (1) AXXESS Card, AXXESSpoints earned from each AXXESS Card can be combined/transferred from your different Cards.

11. REPLACEMENT OF CARDS

11.1 You may request for a new AXXESS Card if the Card issued to you is lost, stolen or damaged. A new AXXESS Card with a new sixteen digit Membership Account Number shall be issued and delivered to you within twenty one (21) working days from the date that you made the request for the new replacement Card.

11.2 You will need to purchase the new Card at the price of **Ringgit Malaysia Twenty (RM20.00)**(excluding GST) if you had lost or damaged your Card or have had it stolen. The purchase price for the new Card and postage or courier charges do not include any GST payable. Payments in respect of the purchase of Cards shall be made via our Website.

11.3 You need to call our Customer Care Hotline at 1-300-30-2010 to migrate the information from your Member Account to the new Card which you have received. Information relating to your Member Account including the number of AXXESSpoints earned will be migrated over to your new Membership Account Number set out on the new Card once you have completed a verification process.

12. ACCOUNT CANCELLATION

12.1 You may cancel your Membership at any time by calling our Customer Care Hotline at 1-300-30-2010. No refund of monies which you have paid for the Card shall be made upon termination and any AXXESSpoints which have not been redeemed at the time of cancellation of your Membership shall be forfeited and not be capable of being redeemed. You should therefore redeem any AXsXESSpoints in your Member Account before terminating.

12.2 Upon cancellation of your Membership, your Member Account shall terminate and you cease to be eligible to Benefits or to earn AXXESSpoints. However subject to the terms and conditions of the insurance policy relating to the Medical Benefit, the

Medical Benefit may still be able to be enjoyed by you.

13. INDEMNITIES BY CARDHOLDER

13.1 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 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.

13.2 You acknowledge and agree that the Benefits are provided by the Participating Merchants 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 from 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.

13.3 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.

14. LIMITATION OF LIABILITY

14.1 You acknowledge that the Company is merely the administrator of the Programme and is not involved with nor responsible or liable for the Benefits. Accordingly the Company makes no guarantees, warranties, representations or promises

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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 Insurance Partners or Participating Merchants.

14.2 You may lodge a complaint with the Company in the event a Benefit is not provided or refused despite being displayed on the Website and your fulfilment of the Eligibility Conditions and the Company may carry out such investigations it deems necessary with regards to such refusal of Benefits.

14.3 Notwithstanding any investigations carried out by the Company, 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 Insurance Partner or Participating Merchant who had provided or refused to provide the Benefit.

14.4 You agree that in the event the Company is, notwithstanding the provisions in Section 14.1 and Section 14.4 above, held liable for any loss or damage pursuant to the Programme, the total liability of the Company shall not be in excess of the purchase price and subscription fees paid to the Company for the Card and your Membership. You also agree to indemnify the Company for any excess amounts.

15. TERMINATION

15.1 Without prejudice to our right to terminate your Membership without assigning any reasons, your Membership will be terminated by the Company in the event you are in breach of these Terms and Conditions.

15.2 You shall cease to be a Member upon receipt of notification of termination of your Membership from the Company and shall immediately return the Card to the Company. The Company is not obliged to

refund the purchase price of the Card or any subscription or other fees which have been paid by you to the Company.

15.3 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.

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

15.5 Your termination to the Programme shall not affect any arrangement or liability which may have arisen between you and the Insurance Partners, Programme Partners or Participating Merchants.

16. FRAUDULENT CLAIMS VOID

16.1 Your Membership shall immediately terminate if you makes any request or claim for Medical Benefits or redemption of AXXESSpoints:-

(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, Insurance Partners or Participating Merchants.

16.2 In the event of any false claims, you acknowledge that further legal and punitive actions including civil and criminal suits may be instituted against you by the Company, the Insurance Partners, the Participating Merchant or other parties as a

result of your fraudulent claims, whether or not any actual losses have been incurred.

17. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

17.1 The Company views the protection of your privacy as a very important principle and shall not disclose, sell or otherwise provide your Personal Data to any third party other than the Participating Merchants, Insurance Partners and other parties who are employed or sub-contracted by us to administer the Programme and then only in accordance with the Privacy Notice. We shall notify you and seek your consent prior to disclosing your Personal Data to any other third party.

17.2 Your Personal Data is stored on computers and network of the Company that are protected by physical as well as technological security devices and systems.

17.3 Notwithstanding the measures that the Company has taken to ensure that your Personal Data is protected and kept confidential, 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.

17.4 The Company makes no representations as to the security and confidentiality of the computers, servers, networks or systems of the Insurance Partners or Participating Merchants whom your Personal Data may be disclosed to in relation to the Programme. Accordingly, the Company shall not be held liable in the event of any breach of your Personal Data originating from the computers, servers, networks or systems of the Insurance Partners or Participating Merchants.

17.5 Subject to compliance by the Company with the Privacy Notice, you expressly, irrevocably and unconditionally acknowledge and consent to the Company collecting, storing, processing and using your Personal Data in or to:-

- (a) establish your identity;
- (b) process and facilitate activation of your Card;
- (c) record AXXESSpoints earned by you;
- (d) directly or indirectly facilitate the provision of Benefits; and
- (e) directly or indirectly facilitate your redemption of AXXESSpoints.
- (f) facilitate access to and use of the Website and Mobile App for the Programme;
- (g) suspending or terminating your Membership;
- (h) update and enhance of Member's records and status;
- (i) monitor trends, volume and other such spending patterns and information of Members;
- (j) conduct market research and statistical analysis including consumer behaviour;
- (k) identify and (if possible) prevent fraud;
- (l) market and promote products or services of the Participating Merchants and Insurance Partners (subject to you not opting out of receiving such marketing materials);
- (m) communicate with you among others, via electronic data messages such as short message service, or other message app messages, email

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messages or via telemarketing or social network communications; and

- (n) reply to your enquiries made via phone call, email, letters, faxes, or social networks.

17.6 For the avoidance of doubt, nothing in this Section 17 shall restrict or limit disclosure by the Company which is expressly permitted by the **Personal Data Protection Act 2010**. Your Personal Data may be disclosed:-

- (a) in compliance with any law, order of court or the rules or regulations of any relevant regulatory or governing body with jurisdiction over it; or
- (b) where non-disclosure could or would result in a breach of any law, order of court, or the rules or regulations of any relevant regulatory or governing body with jurisdiction.

17.7 You are hereby expressly notified and acknowledge that:-

- (a) your Personal Data including your name, correspondence address, e-mail address, telephone number(s) and other contact details and such other information as reasonably requested by the Company is being processed by the Company, the Participating Merchants and the Insurance Partners for the purpose of or in relation to the Programme and the provision of Benefits.;
- (b) you are the source of your Personal Data;
- (c) you have a right to request access to and to request any correction of your Personal Data where your Personal Data is inaccurate, incomplete, misleading or not up-to-date by giving written notification to the

Company, the Participating Merchant or the Insurance Partner;

- (d) your Personal Data may be disclosed to the employee(s) of the Company, Participating Merchants, Insurance Partners or any other person who processes the Personal Data on behalf of the Company, the Participating Merchant or the Insurance Partners;
- (e) the Company does not offer you any choice or means for limiting the processing of Personal Data;
- (f) it is obligatory for you to disclose and supply all the Personal Data requested by the Company if you wish to enrol and be a member of the Programme; and
- (g) the Company shall not be held responsible or liable for your failure to utilise Benefits in the event you fail to supply the requisite Personal Data or the Personal Data you provide is not accurate or is misleading.

17.8 You hereby confirm and agree that the Company shall not be held responsible or liable for any disclosure of your Personal Data by the Insurance Partners or Participating Merchants to any party not authorised to receive such information or for a purpose other than those set out in Section 17.5.

17.9 All materials provided to you by the Company, the Participating Merchants or the Insurance Partners in connection with the Programme including but not limited to the Card, the Welcome Pack, these Terms and Conditions, forms, procedure manuals and other materials or documents are proprietary to the Company, the Participating Merchant or the Insurance Partner accordingly and you hereby undertake to keep the same confidential and not utilise the same otherwise than for purposes of the Programme. You shall exercise all

reasonable care to preserve such materials as confidential trade secrets.

18. YOUR REPRESENTATIONS AND WARRANTIES

18.1 By subscribing to the Programme, you represent and warrant:-

- (a) that you are above the age of eighteen (18) at the date of activation of your Card;
- (b) that you are aware of, agree to and shall comply with these Terms and Conditions, the Privacy Notice and the Eligibility Requirements;
- (c) that information provided by you to the Company, the Participating Merchants or the Insurance Partners 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 other documents relating to your Membership.

19. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

19.1 The Company hereby represents and warrants:-

- (a) that it is a company duly incorporated under the laws of Malaysia as a legal entity and has full power and capacity to execute, deliver and perform the Terms and Conditions and other documents relating to the Programme;
- (b) that it is not wound up nor are there any winding up proceedings presently or pending or threatened against it; and

- (c) that it has entered into arrangements with the Participating Merchants and Insurance Partners in order to reasonably facilitate the running of the Programme,.

20. CONDUCT

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

20.2 You undertake that you shall not utilise Benefits for the purpose of infringing any 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.

21. INTELLECTUAL PROPERTY

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

21.2 You agree that you shall safeguard such Intellectual Property Rights and shall not use the same for any purpose.

22. NOTICES

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

22.2 Any notice, request, demand or other communication made by the Company to

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you under the Programme, the Terms and Conditions or in connection therewith shall be given or made by way of an announcement on the Website and by way of e-mail notification to the e-mail address provided by you when you activated your Card.

- 22.3 Any such notice, demand or communication shall be deemed to have been duly served if sent in accordance with this Section 22.

23. GOVERNING LAW

- 23.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Courts of Malaysia shall have exclusive jurisdiction over any disputes relating to the Programme.

24. DISPUTE

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

25. FORCE MAJEURE

- 25.1 Neither the Company, the Insurance Partners or the Participating Merchants shall be under any liability for any loss suffered or incurred by you in the event Benefits cannot be extended to you by reason of strikes, industrial disputes, fire, floods, acts of any 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.

26. COSTS AND EXPENSES

- 26.1 Any costs and expenses incurred by you relating to your Membership in the

Programme or your utilisation of Benefits (including any professional consultant's or advisor's fees) and all stamp duties shall be borne by you.

27. ASSIGNMENT

- 27.1 AXXESSpoints and Benefits under the Programme are personal to you and may not be assigned to any other party.

- 27.2 The Company, Participating Insurers and the Participating Merchants may assign and transfer their respective rights and obligations under the Programme by displaying a notice of such assignment on the Website.

28. ENTIRE AGREEMENT

- 28.1 The latest revision of these Terms and Conditions shall supersede all previous versions and all prior and subsequent agreements and correspondences whether written or oral between you and the Company in relation to the Programme and Benefits.

29. SEVERANCE

- 29.1 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.

30. AMENDMENT OR VARIATION

- 30.1 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.

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- 30.2 Amendments or modifications to this Agreement shall be displayed on the Website. Amendments of modifications which affect the utilisation of Benefits and the redemption of AXXESSpoints will also be notified to you via the email address provided by you at the time your Card was activated.
- 30.3 Any amendments or modifications shall take effect on the date of posting on the Website or on such date as the Company shall determine and state therein.
- 30.4 You agree that it shall be your sole responsibility to keep apprised of the latest version of Terms and Conditions and the Company shall not be liable in the event of any damages or loss, whether direct or indirect, suffered by you due to you not being aware of any amendments or modifications to the Terms and Conditions.
- 30.5 In the event you do not agree to any proposed amendments or modifications to the Terms and Conditions, you may terminate your Subscription. If you do not terminate your Subscription within seven (7) days after the date of such amendments or modifications, you are deemed to have accepted such amendments and
- modifications.
- 31. DETERMINATION CONCLUSIVE**
- 31.1 You acknowledge and agree that for all intents and purposes, any statement, certificate or other similar 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.
- 32. PREVAILING LANGUAGE**
- 32.1. If there are 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]*

SCHEDULE

PROGRAMME PARTNERS AND ADDITIONAL TERMS AND CONDITIONS APPLICABLE

A. PETRONAS KAD MESRA HOLDERS

1. Each Kad MESRA holder is entitled to purchase one (1) AXXESS Card at a discount of fifty percent (50%) on the normal purchase price i.e. MESRA Cardholders can purchase the AXXESS Card at **RINGGIT MALAYSIA TEN (RM10-00)** instead of Ringgit Malaysia Twenty (RM20-00) only. Such discount is only on the purchase price of the AXXESS Card and is not applicable to any GST or delivery (normal postage) for the AXXESS Card purchased.
2. The promotional discount for MESRA Cardholders is only applicable for MESRA Cardholders who purchase the AXXESS Card via our Website between 3rd April 2017 and 31st August 2017. A valid 16 digit MESRA Card number must be entered before the promotional discount price can be enjoyed.
3. Each MESRA Cardholder is only entitled to purchase one (1) AXXESS Card at the promotional price of RM10.00. However, additional AXXESS Cards may be purchased at the normal non-discounted price of RM20.00.
4. From 1st July 2017, MESRA Points may be converted by you to AXXESSpoints for you to be eligible to enjoy the Benefits.
5. You must purchase an AXXESS Card and subsequently activate it and be registered as a Member of the AXXESS Programme before you can convert your MESRA points to AXXESSpoints for the purpose of becoming eligible for and enjoying Benefits.
6. You will not earn any AXXESSpoints when you make purchases at Petronas petrol stations or Kedai MESRA.
7. Any other terms and conditions which are specific to you as Kad MESRA holders shall be set out on our Website. It is your responsibility to keep updated on any such additional terms and conditions which are set out thereon.
8. The terms and conditions stated here are in addition to the Terms and Conditions which govern the all Members of the AXXESS Programme.
9. The Company, jointly with Petronas Dagangan Berhad, reserve the right to impose any additional terms and conditions which are applicable to MESRA cardholders at our discretion.