



MyTokioApp

Terms of Use

INTERPRETATION AND DEFINITIONS

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- “Application” means the software program provided by the Tokio Marine Insurans (Malaysia) Berhad (“Company”) downloaded by You on any electronic device, named “MyTokioApp”
- “Application Store” means the digital distribution service operated and developed by Google Inc. (Google Play Store) and Apple. Inc (AppStore) in which the Application has been downloaded.
- “Affiliate” means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- “Account” means a unique account created for You to access our Service or parts of our Service.
- “Company” (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Tokio Marine Insurans (Malaysia) Berhad.
- “Country” refers to Malaysia.
- “Content” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- “Device” means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- “Feedback” means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- “Service” refers to the Website.
- “Terms and Conditions” mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- “Website” refers to Tokio Marine Corporate Website and Tokionow
- “You” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.



ACKNOWLEDGMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

You have chosen to activate your access to the Customer Mobile App ("MyTokioApp") of **Tokio Marine Insurans (Malaysia) Berhad** ("Company").

The following terms and conditions ("**Terms & Conditions**") apply to your use of the MyTokioApp and access to all information, products and services provided via the MyTokioApp.

By accessing the MyTokioApp, whether via the internet, mobile and/or any other available electronic devices, you agree to be bound by these Terms & Conditions without limitation or qualification. If you do not accept these Terms & Conditions, please immediately discontinue your access to the MyTokioApp.

USER ACCOUNTS

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.



GENERAL

The MyTokioApp is an internet-based facility which is accessible by the customers of the Company. The online access to the MyTokioApp requires an electronic identification which consists of a username and password ("**Electronic Identification**") which the Company may require. You may be able to access your personal information and policy information by accessing the MyTokioApp.

ACCESS TO ACCOUNT IN THE MYTOKIOAPP

PLEASE DO NOT SHARE YOUR ELECTRONIC IDENTIFICATION WITH ANYONE. You undertake to protect your Electronic Identification and to be solely responsible for the confidentiality and use of the Electronic Identification. You are fully responsible for all the activities that occur and all transactions entered through your account.

If any of the following events occur, please notify the Company immediately: -

1. if the Electronic Identification has been compromised; or
2. if the Electronic Identification is being used in an unauthorised manner; or
3. if you receive any confirmation or notification of a transaction that you did not perform.

Until you notify to enable the Company to prevent further unauthorised activities or transactions, you shall be fully responsible and liable for the activities or transaction made in your account and shall indemnify the Company from any losses and damages arising from the said activities or transaction, if any.

When you are logged into the MyTokioApp, you must not leave the terminal or other devices from which you have accessed the MyTokioApp at any time or let anyone to use it until you have successfully logged off. You are responsible for ensuring the security of your account and data. At the end of each session, it is your responsibility to log off or manually close the MyTokioApp application from your device to prevent unauthorised access and protect your privacy.

The Company further reserves the right to amend or update the information contained in the MyTokioApp or the availability of any module in the MyTokioApp at any time.

You acknowledge that you have read Company respective **Client Charter & Privacy Policy** from our **corporate website**, and agree to those terms and conditions.

CONFIDENTIALITY

You are responsible for the confidentiality of the information that you obtain when you access the MyTokioApp. You agree not to disclose any personal data which does not belong to you ("Third Party") that you have obtained via the MyTokioApp to other third parties unless to comply with laws, regulations, requests from appropriate government agency/authorities/regulators, court orders or with the consent of the Third Party.



SUSPENSION OF ACCESS

The Company reserves the right to suspend or terminate your right of access to the MyTokioApp or any part thereof or via any devices, at any time:

1. for any potential, suspected or actual unauthorised access;
2. for any potential, suspected or actual breach of the terms stated herein, laws and/or regulations;
3. if you may have compromised the security of the MyTokioApp or endanger the other users of the MyTokioApp; or
4. to ensure or maintain the security of the MyTokioApp and its users where the Company deems appropriate.

EVIDENCE OF TRANSACTIONS

The use of your account and/or password to access MyTokioApp, including using Company on-line services and accessing your policy details, will be recognized as your electronic signature and is legally binding. Company records of the transactions made on MyTokioApp account shall be deemed to be conclusive and binding evidence of the same. To the extent permitted by law, you accept that our electronic records will be admissible as original documents in court and agree that you will not dispute the accuracy or authenticity of such records.

INDEMNITY

You shall be fully responsible and liable for any activities or transactions made in your account via the MyTokioApp and shall indemnify the Company from any damages, losses, liabilities arising from your use of the MyTokioApp or any activities or transactions performed by you.

The Company will not be liable for any losses or damages to your equipment used to access the MyTokioApp.

RESPONSIBILITIES FOR DOWNLOADING FROM EXTERNAL WEBSITES, SOFTWARE INSTALLATION, AND SCREENSHOTS

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

Your acknowledge that the responsibility for downloading software from external website sources, installing software, and taking screenshots lies solely with You.

You shall not take screenshots of any confidential or proprietary information , documents, or data belonging to the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.



COPYRIGHT

All materials stated herein, including but not limited to the trademarks, service marks, trade names, logos, icons, and images ("**Intellectual Property**") are property of Company, as the case may be. Any such use of the Intellectual Property is strictly prohibited unless with prior written consent of the relevant owners of the intellectual property.

Any unauthorised reproduction, retransmission, copying or modification of any of the contents of the MyTokioApp may be in breach of statutory or common law rights and be subject to legal action.

The Company will not be liable for any claims which may arise from any unauthorised reproduction or use of the contents of the MyTokioApp.

TERMINATION

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

"AS IS" AND "AS AVAILABLE" DISCLAIMER

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.