

# The Pacific Insurance Berhad

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#### **SCOPE OF WEBSITE USAGE**

##### **Intended users**

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As a result of your interaction with this website, we may hold and process personal information obtained about you when you access this website and use it for servicing our relationship or potential relationship with you and to identify products and services which may be relevant to you from within TPIB, and to evaluate the effectiveness of our marketing of this website and for statistical analysis. We will not disclose any such information outside of TPIB except where you have consented to such disclosure, where it is required/obliged by law, regulation or any other directive or order by any authority having jurisdiction over us, where it is to give effect to an instruction given by you, to provide you with the service herein, to enforce and protect our rights and property or any provisions of this Conditions of Access, or, where necessary and under requirement of strict secrecy, to sub-contractors or persons acting as our agents. Please see our Data Protection and Privacy Statement (which can be accessed [here](#)) and Security and Privacy Policy (which can be accessed [here](#)) on further information on how we safeguard your personal information.

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You hereby irrevocably agree to indemnify and keep TPIB indemnified from all liabilities, claims, losses (directly or indirectly) and expenses, including any legal fees on a full indemnity basis, that may be incurred by TPIB or any member thereof in connection with or arising from.

- your misuse of this website and the services provided herein; whether deliberate or otherwise, or

- your breach of these terms and conditions howsoever occasioned, or
- any intellectual property right or proprietary right infringement claim made by a third party against TPIB in connection with your use or misuse of this website.

## **MISCELLANEOUS**

### **No waiver**

The failure of TPIB to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

### **Severability**

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to any law, which is applicable to TPIB, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, without invalidating any other provisions of the terms and conditions herein.

## **GOVERNING LAW AND JURISDICTION**

By accessing this website and/or using the services offered through this website, you agree that Malaysian law:

- shall govern such access and the provision of such services, and
- shall be applicable in the interpretation of the terms and conditions herein;

and you hereby irrevocably submit to the jurisdiction of the courts in Malaysia.

**I have read, understood and agree to abide by the Terms and Conditions of TPIB Websites, Security & Privacy Policy, Internet Insurance Terms & Conditions.**