

PRUPartner Terms of Use

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Terms and Conditions

1. Your Acceptance

The access to and use of this website is granted by PAMB, subject to the following Terms and Conditions which may be varied or replaced by PAMB from time to time without notice or reference to you. You are bound by any such variations or replacements and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, PLEASE DO NOT USE OR ACCESS THIS SITE.

2. Description of Services

PRUPartner is a web-based information portal and offers its registered users a wide range of services (collectively, the "Service"). These include, but are not limited to, web-based email, information services (i.e. brochures, product manuals, etc.) and event participation registrations (i.e. trainings, seminars, etc.). You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. PAMB disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. PAMB also reserves the right to modify, upgrade, suspend or discontinue the Service or any part thereof with or without notice to you at any time. PAMB shall not be liable to you or any third party should PAMB exercise its right to modify, upgrade, suspend or discontinue the Service or any part thereof. You must:

- (1) provide all equipment, including a computer, modem or any web devices, necessary to establish a connection to the World Wide Web;
- (2) provide for own access to the World Wide Web and pay any service fees and charges associated with such access.

3. Access/Use of Services

PAMB hereby grants you permission to use the Website as set forth in this Terms of Use, provided that:

- (i) your use of the Website as permitted is solely for the purposes and in your capacity as an agent of PAMB;

- (ii) you will not copy, except for your own use, or distribute any part of the Website in any medium without PAMB's prior written authorization;
- (iii) you will not alter or modify any part of the Website other than as may be necessary to use the Website for its intended purpose; and
- (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

You agree to:

- (a) provide true, accurate, current and complete information about yourself (including but not limited to providing a current photograph of yourself) as prompted by the Service's registration form (the "Agent Profile Data")
- (b) maintain and promptly update the Agent Profile Data to keep it true, accurate, current and complete; PAMB will have no liability for failure to deliver notifications, information or otherwise that result from inaccurate account information or otherwise; and
- (c) abide by all relevant laws and regulations including those relating to intellectual property, data protection and privacy and multimedia & communications.

If you provide any information that is untrue, inaccurate, not current or incomplete, or PAMB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PAMB has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PAMB has no control over such sites and resources, you acknowledge and agree that PAMB is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any material on or available from such sites or resources. You further acknowledge and agree that PAMB 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 use of or reliance on any such materials, goods or services available on or through any such site or resource.

5. Privacy Policy

Agent Profile Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at [**address of privacy policy**]. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to any third party within Malaysia and/or other countries for storage, processing and use by PAMB and its affiliates.

6. Member Account, Password and Security

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are solely and fully responsible for all activities that occur under your password or account, whether or not you have authorized such activities or actions. You may change your password or logon name at any time or before the expiry date for effecting such changes, by following instructions given (please refer to the infobulletin). You agree to:

- (a) immediately notify PAMB of any unauthorized use of your password or account or any other breach of security, and
- (b) ensure that you exit from your account at the end of each session.

PAMB cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6.

7. Disclaimer of warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. PAMB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PAMB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT:

- (i) THE SERVICE WILL MEET YOUR REQUIREMENTS;
- (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
- (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;
- (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS;
- (v) THE SERVICE, MATERIALS AND POSTINGS ARE FREE FROM ANY SOFTWARE VIRUSES, WORMS, TROJAN HORSES, SPYWARE, ADDWARE OR OTHERWISE MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS; AND
- (vi) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAMB OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE PRUPARTNER-TCU.

Exclusion of Liability

Prudential shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special, consequential or punitive damages or economic loss arising from or in connection with: a. any access, use or the inability to access or use this website, or reliance on the contents of this website; b. any system, server or connection failure, error, omission, interruption, delay in transmission or computer virus; c. any use of or access to any other website linked to this website; d. any services, products, information, data, software or other material obtained from this website or from any other website linked to this website, howsoever caused, including negligence, even if Prudential or its employees or authorized representatives have been advised of the possibility of such damages, losses and/or expenses. This exclusion clause shall take effect to the fullest extent permitted by law.

8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PAMB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL IN NO EVENT BE LIABLE TO YOU FOR ANY DAMAGE, LOSS OR EXPENSE INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ECONOMIC LOSS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PAMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING OR ARISING FROM:

- (i) THE USE OR THE INABILITY TO USE THE SERVICE OR THE WEBSITE;
- (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE;
- (v) ANY SYSTEM, SERVER OR CONNECTION FAILURE, ERROR, OMISSION, INTERRUPTION, DELAY IN TRANSMISSION OR COMPUTER VIRUS;
- (vi) ANY USE OF OR ACCESS TO ANY OTHER WEBSITE LINKED TO THIS WEBSITE;
- (vii) ANY SERVICES, PRODUCTS, INFORMATION, DATA, SOFTWARE OR OTHER MATERIAL OBTAINED FROM THIS WEBSITE OR FROM ANY OTHER WEBSITE LINKED TO THIS WEBSITE, HOWSOEVER CAUSED, INCLUDING NEGLIGENCE; OR
- (viii) ANY OTHER MATTER RELATING TO THE SERVICE AND THE WEBSITE.

THIS EXCLUSION CLAUSE SHALL TAKE EFFECT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Indemnity

You agree to indemnify and hold PAMB and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any loss, damages, expense claim, proceedings or demand, including legal costs (reimbursable on solicitor-client basis), made by any third party due to or arising out of materials you transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the PRUPartner-TCU, or your violation or infringement of any rights of another.

10. Copyright and Trademarks

You should assume that everything you see or read on this website is copyrighted unless otherwise noted and may not be copied, used or distributed in any way without the written permission of PAMB, except as provided in PRUPartner-TCU or in the text on the Website. PAMB neither warrants nor represents that your use of materials displayed on this website will not infringe any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party not owned by or affiliated with PAMB.

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YOU ACKNOWLEDGE AND ACCEPT that the content and/or materials made available by PAMB or PAMB's Advertisers on the Website, are protected by copyright, trademarks, service marks, patents or other proprietary rights and laws; therefore, you are only permitted to use the said content and/or materials as expressly authorized by the Service or the Advertiser. You may

not copy, reproduce, distribute, or create derivative works from the said content and/or materials without expressly being authorized to do so by the Service or the Advertiser.

11. Your Conduct

All content and/or materials, whether publicly posted or privately transmitted, either by you or to you, or made available on the Website, are strictly meant for the purpose of PAMB's business only. You are entirely responsible for all content and/or materials that you email, transmit or otherwise make available via the Service.

Under no circumstances will PAMB be liable in any way for any content and/or materials, including, but not limited to, any errors or omissions in any content and/or materials, or any loss or damage of any kind incurred as a result of the use of any content and/or materials used, accessed, emailed, transmitted or otherwise made available via the Service.

YOU AGREE not to use the Service to:

- (a) upload, post (including but not limited to attachments), email, transmit or otherwise make available any content and/or materials that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a PAMB official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content and/or materials transmitted through the Service;
- (e) email, transmit or otherwise make available any content and/or materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or otherwise disclosed;
- (f) email, transmit or otherwise make available any content and/or materials that infringes any Rights of any party or any relevant laws;
- (g) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- (h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

- (k) intentionally or unintentionally violate any applicable local, state, national or international law, any rules of any national or other securities exchange, including, and any regulations having the force of law;
- (l) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the Malaysian government as a foreign terrorist organization;
- (m) "stalk" or otherwise harass another; and/or
- (n) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

YOU ACKNOWLEDGE that PAMB may or may not pre-screen content and/or materials, but that PAMB and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any content and/or materials that is available via the Service. Without limiting the foregoing, PAMB and its designees shall have the right to remove any content and/or materials that violates the PRUPartner-TCU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content and/or materials, including any reliance on the accuracy, completeness, or usefulness of such content and/or materials. In this regard, you acknowledge that you have the option not to rely on any content and/or materials created by PAMB or submitted to PAMB in all other parts of the Service.

YOU ACKNOWLEDGE, consent and agree that PAMB may access, preserve and disclose your account information and content and/or materials if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary:

- (a) to comply with legal process;
- (b) to enforce the PRUPartner-TCU;
- (c) to respond to claims that any content and/or materials violates the rights of third parties;
- (d) to respond to your requests for customer service; or
- (e) to protect the interests, rights, property or personal safety of PAMB, its users and the public;
- (f) for any purpose it deems fit.

YOU UNDERSTAND that the technical processing and transmission of the Service, including your content and/or materials, may involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

YOU UNDERSTAND that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by PAMB and/or content providers who provide content and/or materials to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

12. No Resale or Commercial Use of the Service

You understand and accept that your right to use the Service is personal to you.

You hereby acknowledge and agree not to sell or make any commercial use of or make any gain/profit from the Service, without the express consent of PAMB.

13. Electronic Mail Storage and Other Limitations

YOU ACKNOWLEDGE AND ACCEPT that PAMB may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages or other content and/or materials will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on PAMB's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

YOU AGREE that PAMB has no responsibility or liability for the deletion or failure to store any messages and other communications or other content and/or materials maintained or transmitted by the Service.

YOU ACKNOWLEDGE AND ACCEPT that PAMB reserves the right to suspend or terminate accounts that are inactive for a period of 30 days or more.

YOU ACKNOWLEDGE AND ACCEPT that PAMB reserves the right to modify these general practices and limits from time to time.

PAMB retains the right and sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of the PRUPartner-TCU and may terminate the Service if your conduct is found to be inconsistent with the PRUPartner-TCU.

14. Termination

PAMB may terminate the Service and/or your access to the Service or the Website with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice to you. PAMB shall not be liable to you or any third party for such termination.

Should you object to any terms and conditions of the PRUPartner-TCU or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to cease using the service and to immediately notify PAMB accordingly.

Upon termination of the Service and/or your access to the Service or the Website, your right to use the Service and Software immediately ceases and your PRUPartner User Name and associated data or email will be deleted. You shall have no right to access the Website and PAMB will have no obligation thereafter.

15. Notice

All notices to a party shall be in writing and shall be made either via electronic facility or conventional mail. PAMB may broadcast notices or messages through the Service to inform you of changes to the PRUPartner-TCU, the Service, or other matters of importance; such broadcasts shall constitute notice to you.

16. Participation in Promotions of Advertisers

You may enter into correspondence with or participate in promotions of advertisers showing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. PAMB assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

17. Laws

The PRUPartner-TCU shall be governed by and construed in accordance with the laws of Malaysia.

You and PAMB agree to submit to the exclusive jurisdiction of the courts of Malaysia.

18. Miscellaneous

If any provision(s) of the PRUPartner-TCU is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

PAMB's failure to exercise or enforce any right or provision of the PRUPartner-TCU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PAMB in writing.

The section titles in the PRUPartner-TCU are solely used for the convenience of the parties and have no legal or contractual significance.