



TERMS & CONDITION

1. DEFINITION

1.1. "Gocover.my" refers to gocover.my website, mobile apps, and/or any digital platform owned and managed by Aydens Tech.

1.2. Please take some moment to read these terms and conditions carefully.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND THE USE OF THESE GOCOVER.MY ELECTRONIC PLATFORMS AND THE SERVICES PROVIDED HEREIN BY AYDENS TECH (003140118-V), ITS AGENTS AND SERVICE PROVIDERS. BY ACCESSING ANY PAGE OF THESE GOCOVER.MY ELECTRONIC PLATFORMS AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION ("TERMS OF ACCESS"). IF YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS OF ACCESS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THESE GOCOVER.MY ELECTRONIC PLATFORMS AND/OR USE OF THE SERVICES BY DEREGISTERING FROM THESE GOCOVER.MY ELECTRONIC PLATFORMS. YOUR CONTINUED USE OF THESE GOCOVER.MY ELECTRONIC PLATFORMS WILL BE DEEMED AS YOUR ACCEPTANCE OF THE TERMS OF ACCESS AND ITS AMENDMENT THERETO.

2. GENERAL

2.1. These Gocover.my electronic platforms and the services herein are operated, administered, maintained and developed by Aydens Tech and/or third party service providers.

2.2. All products and services of Gocover.my and service provider(s) herein provided are subject to terms and conditions of the applicable agreements governing their use. This Terms of Access are meant to regulate your access to these Gocover.my electronic platforms and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in these Gocover.my electronic platforms.

2.3 Should there be any conflict between these Terms of Access and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.

3. INFORMATION

3.1 The information, material, functions and content provided in the pages of these Gocover.my electronic platforms may be changed from time to time with or without notice at Gocover.my and/or Aydens Tech absolute discretion. Your continued access to any such change will be deemed as your acceptance to those changes. Any amendments to this Terms of Access will be effective when they are posted on <https://gocover.my>.

3.2 The materials and information in these Gocover.my electronic platforms, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by Gocover.my on an "as is" and "as available" basis and are strictly meant for your reference and information only and shall not be assumed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or giving of advice in respect of services and product provided by Gocover.my.

3.3 You are therefore advised to obtain independent professional advice at all times and verification of the said material and information before making any decision based on the same. References to materials and information contained in these Gocover.my electronic platforms include such material and information provided by third parties. Gocover.my shall advise you to contact or write to such parties for more information or to confirm the materials and information contained herein.



4. DISCLAIMER

4.1. Gocover.my does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of these Gocover.my electronic platforms, the materials, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.

4.2 Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of Gocover.my, reasonable measures will be taken by Gocover.my to ensure the accuracy and validity of all information relating to transactions, products, and/or services of Gocover.my which originate exclusively from Gocover.my.

4.3 Further Gocover.my does not warrant or represent that access to the whole or part(s) of these Gocover.my electronic platforms, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your any device system.

5.HYPERLINKS TO THIRD PARTIES

5.1. Links from or to websites outside of these Gocover.my electronic platforms are meant for convenience only. Gocover.my does not verify, monitor or endorse the content, opinions mentioned and other links (if any) provided by such resources as such linked website are owned and operated by third parties and such are not under the control of Gocover.my.

5.2. Therefore, Gocover.my shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in these Gocover.my electronic platforms shall not be considered an endorsement or verification or approval of such linked websites or the contents therein.

5.3. Linking to any other site is at your sole risk and Gocover.my will not be responsible or liable for any damages in connection with the linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to these Gocover.my electronic platforms.

6. INTELLECTUAL PROPERTY RIGHT

6.1. Unless otherwise indicated, the copyright in these Gocover.my electronic platforms and its contents, including but not limited to the text, images, graphics, audio files, video files, and their arrangement, are the property of Aydens Tech, and are protected by applicable Malaysian and international copyrights laws.

6.2. No part or parts of these Gocover.my electronic platforms may be modified, copied, edited, altered distributed, retransmitted, broadcasted, communicated, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of Gocover.my



6. INTELLECTUAL PROPERTY RIGHT (CONTINUED)

6.3. You also shall not, without Gocover.my's express prior consent, insert a link to these Gocover.my electronic platform on any other website, frame or "mirror" or frame any material contained on these Gocover.my electronic platforms on any other server and/or system.

6.4. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of Gocover.my electronic platforms may be in breach of any copyright law which could be subject of legal action.

6.5. Gocover.my disclaims all liability which may arise from any unauthorized reproduction or use of the contents of these Gocover.my electronic platforms.

6.6. All trademarks, service marks, and logos displayed in these Gocover.my electronic platforms are the property of Gocover.my and/or their respective third party proprietors as identified in these Gocover.my electronic platforms.

6.7. Unless the prior consent of Gocover.my or the relevant third party proprietor of any of the trademarks service marks or logos appearing on these Gocover.my electronic platform has been obtained, no license or right is granted to any party accessing these Gocover.my electronic platform to use, download, reproduce, copy or modify such trademarks, services marks or logos.

6.8. Similarly, unless prior consent of Gocover.my or the relevant third party proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to Gocover.my electronic platforms or any other site.

7. INDEMNITY AND EXCLUSION OF LIABILITY

7.1. As an Gocover.my user, you hereby irrevocably agree to fully indemnify and keep indemnified Gocover.my, its officers, owners, employees, agents, and service providers harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which may be suffered or incurred by Gocover.my, whether directly or indirectly, in connection with or arising from :

- (i) Your use or misuse of these Gocover.my electronic platforms and the services provided herein;
- (ii) Your breach of this Terms and Conditions howsoever occasioned; or
- (iii) Any intellectual property right or proprietary right infringement claim made by a third party against gocover.my in connection with your use of these Gocover.my electronic platforms.

7.2. Gocover.my and/or its service provider(s) herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use these Gocover.my electronic platforms (or any third party link to or from Gocover.my electronic platforms), reliance on the information contained in Gocover.my electronic platforms, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, device viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.

7.3. In addition to any other disclaimers and exclusions as may be stipulated by Gocover.my in these Gocover.my electronic platforms and to the extent as may be permitted under law, Gocover.my disclaims all warranties, conditions, guarantees or representations, express or implied with respect to these Gocover.my electronic platforms.



8. TERMINATION AND OMISSION

8.1. Gocover.my reserves the right to terminate, restrict and/or suspend your access to these Gocover.my electronic platforms or omit or ignore your use of these Gocover.my electronic platforms at any time, for any reason. In particular, and without limitation, Gocover.my may terminate and/or suspend your access should you violate any of those Terms & Conditions or violate rights of Gocover.my, of any other user, or of any third party. You acknowledge that this will not affect your liability or obligations in respect of instruction already processed and/or effected by Gocover.my on your behalf.

9. DATA PROTECTION

9.1. You hereby confirm that you have read, understood and agreed to be bound by Gocover.my Privacy Policy, which is available at <https://gocover.my>. For avoidance of doubt, you agree that the said Privacy Policy shall be read together and form part of these Terms & Conditions. Unless the context otherwise requires or unless otherwise defined in these Terms & Condition, words and expressions defined in the Privacy Policy shall have the same meaning when used in these Terms & Conditions.

9.2 Your personal data and financial information as well as the other information in respect of the same ("information") will be kept confidential in accordance with Gocover.my Privacy Policy pursuant to any applicable law that may from time to time be in force.

9.3 Gocover.my may also obtain your information in various ways, including but not limited to:

- (i) When you enter into any commercial transaction with Gocover.my including but not limited to you procuring goods and/or services or your professional services;
- (ii) From third parties connected with you, such as employers, service provider, joint account holders or principal;
- (iii) From publicly available sources

9.4. When you visit Gocover.my electronic platforms, your Internet Protocol address is automatically logged in our server. An IP address is a number that is automatically assigned to your device when you signed up with an internet service provider. Gocover.my will use your IP address to help diagnose problems with our server, and to administer these Gocover.my electronic platforms. From your IP address, we may identify the general geographic area from which you are accessing these Gocover.my electronic platforms. Generally, we do not link your IP address to anything that can enable us to identify you unless it is required by the law and regulation.

9.5. Gocover.my may use cookies to customize your experience on the Gocover.my electronic platforms and we may also use cookies to record how many times user has visited these Gocover.my electronic platforms and what pages the user has accessed. "Cookies" is information placed on an individual's device to enable the individual to more easily communicate and interact with a website. Gocover.my shall not however, use cookies to retrieve information that is unrelated to your interaction with these Gocover.my electronic platforms.



10. WAIVER

8.1. In the event that Gocover.my fails or neglects to enforce any provisions or remedy under this Terms & Conditions for whatever reasons, Gocover.my shall neither be construed as having waived its right to enforce the same nor as having waived its right to any continuing, succeeding or subsequent breach of the same or any of the provisions in this Term & Conditions.

11. SEVERABILITY

11.1. If any part of this Term & Condition is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of other provisions of this Terms & Conditions shall continue in full force and effect.

12. GOVERNING LAW & JURISDICTION

12.1. Notwithstanding from where you access Gocover.my electronic platforms or use the services provided by gocover.my, you agree to this Term & Condition and any disputes arising hereunder shall, at all times, be governed and construed in accordance with the laws of Malaysia. Further you agree to submit and be bound by the exclusive jurisdiction of the courts of Malaysia.

12.2. Gocover.my makes no representation that the materials, information, functions and/or services provided on this websites and/or platforms are appropriate or available for use in jurisdictions other than Malaysia.

13. REPRESENTATION

13.1 By using the websites, you agree that :

- (i) You are required to provide us with accurate, complete, and updated information and undertake the responsibility to maintain and update your information in a timely manner to keep it relevant. You acknowledge that if your information is untrue, inaccurate, incomplete or not updated in any respect, Gocover.my has the right but not the obligation to terminate this agreement and your use of the service at any time with or without notice.



OTHER POLICIES

1. CANCELLATION & REFUND POLICY

1.1. You may cancel your purchase and apply for a refund at any time.

1.2. If you request your cancellation before we proceed to submit and generate covernote/policy, we will cancel your request immediately and initiate a refund process

1.3. If your request your cancellation after we proceed to submit and generate covernote/policy, we will help you to cancel it with the insurance company at any time subject to terms and condition listed below .

- (i) Customer will need to inform GoCover.my in writing in order for us to facilitate the cancellation. The written notice must be sent to Gocover.my and will thereafter be forwarded to the insurance company (insurer). The Insurance company will process the cancellation and refund according to their terms and policy.
- (ii) The respective insurance company will be responsible for the cancellation and the refund process of insurance premium and the cancel & refund process will be subject to their policy.
- (iii) No other related service & processing fee from GoCover.my will be refunded as the service is already rendered. (e.g. roadtax renewal processing fee or Delivery fee)

1.4. In the event of any issues on payment transaction (i.e.duplicate transaction, transaction error, etc.), You have the rights to raise a dispute.

2. PRODUCT DELIVERY & SHIPPING POLICY

2.1. All service will be rendered immediately after your payment is verified and complete.

2.2. All policy will be send digitally via whatsapp/email.

2.3. Hardcopy policy will be made available at no cost for motor insurance customer who opt for Roadtax Renewal service.

2.4. Hardcopy policy can be made available by request subject to below terms :

- (i) For policy more than RM1,000, no cost will be imposed.
- (ii) For policy below RM1,000, RM10 will be charge for printing and delivery fee.

2.5. Delivery & Shipping of document will be based on below:

- (i) Klang Valley address – 1 business day from completed payment via our delivery staff (runner)
- (ii) West Malaysia (Other than Klang Valley) – 3 to 5 business days via Appointed courier service
- (iii) East Malaysia – 5-10 Business days via Appointed courier service