



TERMS OF USE

TAKAFUL IKHLAS APPLICATION PROGRAMMING INTERFACE (“Takaful IKHLAS API”)

Thank you for using Takaful IKHLAS API.

1. ACCEPTANCE OF THE TERMS OF USE

- 1.2 By clicking on the agree button, you are deemed to have read, comply and be bound by the Terms of Use herein as our authorised partners or registered agents.

It is therefore recommended that you carefully read and understand the Terms of Use hereof before proceeding further.

Please refrain from using or accessing Takaful IKHLAS API if you do not agree with these Terms of Use.

2. DEFINITIONS

- 2.2 In these Terms and Conditions and unless the contrary is expressed or where the context requires otherwise, the following words and expressions shall have the following meanings:

“Application”

means any application of the Takaful IKHLAS API, be it a website, mobile application, desktop application, or anything else capable of using or accessing the Takaful IKHLAS API.

“API”

means Takaful IKHLAS’s Application Programming Interface; a set of XML/HTTP(s) based services providing programmatic access to Takaful IKHLAS’s systems and data which exclusively belongs to and owned by Takaful IKHLAS.

“Takaful IKHLAS”

means Takaful IKHLAS General Berhad (Company No. 1233870-A) a company incorporated in Malaysia and having its address of service 9th Floor, IKHLAS Point, Tower 11A, Avenue 5 Bangsar South, No. 8, Jalan Kerinchi 59200, Kuala Lumpur. We may refer to Takaful IKHLAS as “we”, “us”, and, “our”.

“Personal Data”

means the personal data as defined in the Personal Data Protection Act 2010 (Act 709).

“Terms of Use”

means the Terms and Conditions governing your use of Takaful IKHLAS API as stipulated herein and as updated from time to time.

“Supplied Information”

means the information referred to in Paragraph 4.1.

“Update”

means and include any updating, revision, amendment, replacement, substitution or change to Takaful IKHLAS API.

3. UPDATING & REVISION OF THE API

- 3.1 We may update the Takaful IKHLAS API or any part thereof at any time or from time to time without prior notice. It is therefore recommended that you visit <https://go.takaful-ikhlas.com.my> from time to time for updates on the API.
- 3.2 Your use and continued use of the updated Takaful IKHLAS API will be deemed as your acceptance of the same.

- 3.3 You hereby acknowledge and agree that where Takaful IKHLAS API or any part thereof is updated, the previous or older version of such Takaful IKHLAS API or any part thereof may not be supported by Takaful IKHLAS.
- 3.4 You hereby acknowledge and agree that where Takaful IKHLAS API or any part thereof is updated, the previous or older version of such Takaful IKHLAS API or any part thereof may not be supported by Takaful IKHLAS.

4. REGISTRATION & ACCESS

- 4.1 In order to access certain Takaful IKHLAS API, you may be required to provide certain information that may include Personal Data such as identification or contact details (collectively, "Supplied Information") as part of the registration process for the Takaful IKHLAS API, or as part of your continued use of the Takaful IKHLAS API. The Supplied Information will be used by us in the manner as stipulated in our Personal Data policy. For details of our Personal Data policy, please visit <https://go.takaful-ikhlas.com.my>. It is recommended that you carefully read and understand our Personal Data policy before proceeding further. Please refrain from supplying to us your Personal Data and using the relevant Takaful IKHLAS API if you do not agree with the terms and conditions of our Personal Data policy.
- 4.2 You hereby agree and undertake to ensure that all Supplied Information are true, correct, and accurate at the time of disclosure and shall remain true, correct, and accurate throughout the period of your use of Takaful IKHLAS API.
- 4.3 We reserve the right to verify the Supplied Information or any part thereof at any time. We may, without prejudice to such other rights that may be available to us in law or equity, forthwith terminate your access to Takaful IKHLAS API or any part thereof should any of the Supplied Information is found by us to be inaccurate, untrue, incomplete, incorrect, obsolete, or misleading.
- 4.4 If the Supplied Information contains the Personal Data of any third party, then you must first obtain the explicit and written approval for the disclosure of such personal data from the relevant third party in such form that is acceptable to us and provide us with a duly certified true copy of such approval before you disclose the same to us. Failure to provide such approval to us may lead to the suspension or termination of your access and/or use of the Takaful IKHLAS API.
- 4.5 Takaful IKHLAS credentials (such Token IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API clients allowed by

Takaful IKHLAS from using your credentials. Developer credentials may not be embedded in open-source projects.

- 4.6 Takaful IKHLAS may provide you with authentication code you to have access to Takaful IKHLAS API and you hereby agree to protect the authentication code at all times. You shall not share with any third party or assign them without Takaful IKHLAS consent.

5. TAKAFUL IKHLAS API

- 5.1 Takaful IKHLAS API is owned by Takaful IKHLAS and its use is licensed to you on a non-exclusive basis based on and in consideration of your compliance with the Terms of Use herein, subject to such restrictions and/or prohibitions as stipulated herein.
- 5.2 These Terms of Use shall govern your use of the Takaful IKHLAS API, all updates, revisions, substitutions, and any copies of the Takaful IKHLAS API made by or for you.
- 5.3 All rights not expressly granted to you are reserved by Takaful IKHLAS absolutely.
- 5.4 Your license to use the Takaful IKHLAS API shall continue until it is terminated in the manner as stipulated herein.
- 5.5 You hereby agree and irrevocably undertake as follows:
 - a) use only a single Takaful IKHLAS API account and said Takaful IKHLAS API must accompany all web services requests coming from that application;
 - b) ensure that the fundamental meaning of the Takaful IKHLAS API content is not changed or distorted;
 - c) ensure that the use or display of Takaful IKHLAS API content does not suggest that Takaful IKHLAS promotes or endorses you or any third party or the causes, ideas, websites, your products or services or those of any third party; and
 - d) ensure that any URLs which are delivered in the Takaful IKHLAS API content that are presented on your site or the site of any third party will: (i) be represented, unaltered, as hyperlinks, and (ii) direct the user, when clicked, to the source website;
 - e) not to directly or through any third party create any script or other automated tool that attempts to create multiple API keys;
 - f) not to directly or through any third-party cloak or conceal your identity or your application's identity when requesting authorisation to use Takaful IKHLAS API or attempt to do so;

- g) not to directly or through any third-party use Takaful IKHLAS API for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- h) not to directly or through any third party perform or carry out or allowed to be carried out any action or omission with the intent of introducing to Takaful IKHLAS products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- i) not to directly or through any third party display the name, logo, trademark or other identifier of another person (except for Takaful IKHLAS and in accordance with the guidelines by Takaful IKHLAS or you) on your website in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Takaful IKHLAS API content on your application;
- j) not to directly or through any third party archive any of the Takaful IKHLAS API content for access by users at any future date after You have finished using the service or if your account is terminated;
- k) not to directly or through any third party use the Takaful IKHLAS APIs in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Takaful IKHLAS Policies or these Terms of Use
- l) not to directly or through any third party transfer, part with, assign sell, lease, share, transfer, or sublicense or use the Takaful IKHLAS API or access or access codes thereto or derive income from the use or provision of the Takaful IKHLAS API, whether for direct commercial or monetary gain or otherwise, without Takaful IKHLAS's prior, express, written permission; and
- m) not to directly or through any third party use the Takaful IKHLAS API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Takaful IKHLAS API documentation located within <https://go.takaful-ikhlas.com.my> as determined by Takaful IKHLAS in its sole discretion.

6. TAKAFUL IKHLAS'S API LIMITATIONS

- 6.1 Takaful IKHLAS sets and enforces limits on your use of the API (e.g. limiting the number of API requests that you may make or the number of users you may serve), at our sole discretion. You hereby agree to and will not directly or through any third party circumvent or attempt to circumvent, such limitations documented with each API.
- 6.2 If you would like to use any Takaful IKHLAS API beyond these limits, you must obtain Takaful IKHLAS's express and written consent (and Takaful IKHLAS may decline such request or condition acceptance on your agreement to additional

terms and/or charges for that use). To seek such approval, please contact the relevant Takaful IKHLAS API team for information.

- 6.3 Notwithstanding any of the above, Takaful IKHLAS shall be entitled to review the API limits at any time and from time to time. Upon such review of the API limits, Takaful IKHLAS shall be entitled to vary the API limits and such variation shall take place and become effective on the date so determined by Takaful IKHLAS.

7. FEES AND PAYMENT

- 7.1 Takaful IKHLAS reserves the right to and may charge fees for future use of access to the Takaful IKHLAS API at our sole discretion including to vary or amend any fees with or without notice to you.

8. API CLIENTS AND MONITORING

- 8.1 The Takaful IKHLAS API is designed to help you enhance your websites and applications ("API Client(s)").
- 8.2 YOU AGREE THAT TAKAFUL IKHLAS MAY MONITOR USE OF THE TAKAFUL IKHLAS API TO ENSURE QUALITY, IMPROVE TAKAFUL IKHLAS'S PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THESE TERMS OF USE. This monitoring may include Takaful IKHLAS accessing and using your API Client, for example to identify security issues that could affect Takaful IKHLAS or its users. You will not interfere with this monitoring. Takaful IKHLAS may use any technical means to overcome such interference. Takaful IKHLAS may suspend access to the Takaful IKHLAS API by you or your API Client without notice if we reasonably believe that you are in violation of these Terms of Use.

9. INTELLECTUAL PROPERTY RIGHTS AND RELATIONSHIP OF PARTIES

- 9.1 The Takaful IKHLAS API may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the Malaysia and other countries. Takaful IKHLAS's rights apply to the Takaful IKHLAS API and all output and executables of the Takaful IKHLAS API, excluding any software components developed by you which do not themselves incorporate the Takaful IKHLAS API or any output or executables of the Takaful IKHLAS API. These Terms of Use grant you no right, title, or interest in any intellectual

property owned or licensed by Takaful IKHLAS, including (but not limited to) the Takaful IKHLAS API and Takaful IKHLAS trademarks.

10. SUPPORT

10.1 Takaful IKHLAS may elect to provide you with support or modifications for the Takaful IKHLAS API (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. Takaful IKHLAS may change, suspend, or discontinue any aspect of the Takaful IKHLAS API at any time, including the availability of any Takaful IKHLAS API. Takaful IKHLAS may also impose limits on certain features and services or restrict your access to parts or all of the Takaful IKHLAS API or the website located at <http://go.takaful-ikhlas.com.my> without notice or liability.

11. CONTENT ACCESSIBLE THROUGH TAKAFUL IKHLAS API

11.1 This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through Takaful IKHLAS API may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the Takaful IKHLAS API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

12. PROHIBITIONS ON CONTENT

- 12.1 Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the Takaful IKHLAS API:
- a) scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - b) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
 - c) misrepresent the source or ownership; or

- d) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

13. TERMINATION

- 13.1 You may discontinue your use or access to Takaful IKHLAS API at any time with or without notice. Notwithstanding anything stated or implied to the contrary herein and without prejudice to any of Takaful IKHLAS's rights in law or equity, Takaful IKHLAS reserves the right to terminate your rights to use or access the Takaful IKHLAS API or any portion or feature or your access thereto for any reason whatsoever and at any time without liability or other obligation to you including the termination of your appointment as authorised partner or agents.

14. YOUR OBLIGATIONS POST-TERMINATION

- 14.1 Upon any termination or discontinuation of your access to Takaful IKHLAS API, you will immediately stop using the Takaful IKHLAS API, and delete any cached or stored content that was permitted by the cache header. Takaful IKHLAS may independently communicate with any account owner whose account(s) are associated with your Takaful IKHLAS API Client and developer credentials to provide notice of the termination of your right to use Takaful IKHLAS API.

15. DISCLAIMER OF ANY WARRANTY

- 15.1 SOME OF THE TAKAFUL IKHLAS APIs ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. TAKAFUL IKHLAS DOES NOT REPRESENT OR WARRANT THAT ANY TAKAFUL IKHLAS APIs ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS OR RELIABLE ACCURATE, COMPLETE OR OTHERWISE VALID. THE TAKAFUL IKHLAS APIs ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OR ANY KIND AND TAKAFUL IKHLAS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT.

16. LIMITATION OF LIABILITY

16.1 YOUR USE OF THE TAKAFUL IKHLAS API SHALL BE AT YOUR OWN RISK. TAKAFUL IKHLAS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY FORM OF LOSSES OR DAMAGES INCLUDING ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE TAKAFUL IKHLAS APIs, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PRECUNINARY LOSS, WHETHER OR NOT TAKAFUL IKHLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. RELEASE AND WAIVER

17.1 To the maximum extent permitted by applicable law, you hereby release and waive all claims against Takaful IKHLAS, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of Takaful IKHLAS API. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

18. INDEMNITY

18.1 To the maximum extent permitted by applicable law, you agree to hold harmless and fully indemnify Takaful IKHLAS and its holdings, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your use of Takaful IKHLAS API, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature .

19. DOWNTIME

- 19.1 You agree and acknowledge that Takaful IKHLAS API is available on best effort basis only and you agree to use the Takaful IKHLAS API on an “as is basis”.

20. GENERAL TERMS

- 20.1 Relationship of the Parties. Your relationship with us shall at all times be deemed as separate and independent. Your use of the Takaful IKHLAS API herein will not be construed to create a collaboration, partnership, joint venture or employment relationship between Takaful IKHLAS and you. Accordingly, you agree not to directly or through any third party represent yourself to be an employee, representative, nominee, associate, partner or agent of Takaful IKHLAS or enter into any agreement on our behalf.
- 20.2 Governing Law - These Terms of Use shall be governed by the laws of Malaysia and in the event of any dispute arising hereunder, such dispute shall be finally settled in any court of competent jurisdiction in Malaysia.
- 20.3 Severability - If any provision of these Terms of Use are held to be illegal or invalid under any applicable laws, regulations or policies then such provision shall be fully severable from these Terms of Use and be construed as if such illegal or invalid provision had never comprised a part hereof and the remaining provisions of these Terms of Use shall remain in full force and effect and shall not be affected by such illegal or invalid provision or by its severance from the Terms of Use hereof.
- 20.4 Waiver – Any omission or failure by us to enforce, at any time, any provision of these Terms of Use shall not be construed as a waiver of our right to enforce such provision or any other provision in these Terms of Use or as a waiver of any continuing, succeeding, or subsequent breach of any provision or other provision of these Terms of Use. No waiver of any provision of these Terms of Use shall be valid unless such waiver is made by us in writing.
- 20.5 Binding Effect - These Terms of Use shall be binding on you and your respective successor in-title and permitted assigns.
- 20.6 Variation - No amendment, variation or modification to these Terms of Use shall be valid or binding unless it is made in writing by us whereupon such amendment, variation or modification shall be supplemental to and be read as an integral part of these Terms of Use.

20.7 Assignment –You shall not assign, novate or transfer any of your rights, privilege, benefits or interest hereunder to any third party without the prior written consent of Takaful IKHLAS.

21. PRIVACY POLICY

21.1 Takaful IKHLAS may hold and process personal information obtained about you when you access the Takaful IKHLAS API 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 Takaful IKHLAS, and to evaluate the effectiveness of our marketing of for statistical analysis. Takaful IKHLAS may pass this information to other member companies within the MNRB Group. You will not disclose any such information outside of Takaful IKHLAS except where Takaful IKHLAS 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 third party service providers or Takaful IKHLAS 's representatives.

Please see our Personal Data Protection Notice on further information on how we safeguard your personal information [<https://www.takaful-ikhlas.com.my/privacy-policy>]

22. COMPLIANCE WITH LAW

22.2 You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use Takaful IKHLAS API to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Takaful IKHLAS (or its holdings and/or affiliates).

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