

Terms of Use

General

These Terms of Use apply to use of Allianz e-Clinic System. The terms "ALIM", "we", "us", and "our" refer to Allianz Life Insurance Malaysia Berhad whereas the term "Allianz" refers to ALIM and any of its related company or associated company.

These Terms of Use are legally binding upon you and us. By accessing the Allianz e-Clinic System and using its contents, you are deemed to accept these Terms of Use which together with our [Privacy Statement](#) govern our relationship with you by assessing or using the Allianz e-Clinic System.

Description of Allianz e-Clinic System and Access Rights

Allianz e-Clinic System is a platform operated by ALIM to enable electronic submission of documents by Allianz panel doctors, clinics or hospitals.

Your right to access the Allianz e-Clinic System is granted consistent with your accountability and responsibility as per your appointment as a panel of Allianz. You agree to hold the information provided with strictest confidence and you, shall not use it for any other purpose except to carry out the services entrusted to you and you shall adhere to the applicable privacy and security policies in handling the information.

Copyright

All content of the Allianz e-Clinic System is protected by copyright with all rights reserved. All rights to the pages, site content and arrangement are owned by Allianz and the respective Allianz Group companies. You are prohibited from copying, modifying, displaying, distributing, transmitting, redelivering through the use of "framing" technology, publishing, selling, creating derivative works or using any site content for any purpose without the prior written approval of Allianz and/or the respective Allianz Group companies.

Trademarks, Service Marks and Logos ("Marks")

The Marks appearing on the Allianz e-Clinic System are property of Allianz and/or of those Allianz Group companies.

No Warranty

All content on the Allianz e-Clinic System, including but not limited to graphics, text and hyperlinks or references to other sites, is provided "as is" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from computer viruses or other harmful components.

We do not warrant the adequacy, accuracy, reliability or completeness of any information on the Allianz e-Clinic System and expressly disclaim any liability for errors and or omission therein.

We do not warrant that the functions of Allianz e-Clinic System will be uninterrupted and/or error-free, that defects will be corrected or that the Allianz e-Clinic System or the server that makes it available are free from computer viruses or other harmful components.

Disclaimer of Liability

We expressly disclaim any liability, whether in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, punitive or special damages arising out of or in any way connected with your access or use or inability to access or use the Allianz e-Clinic System or reliance on its content, or any failure of performance, interruption, defect, delay in transmission, computer viruses or other harmful components, or line or system failure associated with the Allianz e-Clinic System, regardless of our knowledge thereof.

Indemnity

You understand and agree that you are personally responsible for your behavior when using Allianz e-Clinic System. You hereby agree to indemnify and keep Allianz fully indemnified against any action, claim, demand or expenses suffered or incurred by Allianz arising from:

- Your use or misuse of the content in the Allianz e-Clinic System provided herein;
- Your breach or non-observance of the Terms of Use contained herein; and
- Infringement of rights of any third party in conjunction with your use or access to the Allianz e-Clinic System

Hyperlinked and Referenced Websites

Certain hyperlinks or referenced websites on the Allianz e-Clinic System may for your convenience forward you to third parties' websites, which generally are recognized by their top level domain name. Their content has not been investigated or analysed by us, and we do not warrant the adequacy, accuracy, reliability or completeness of any information on hyperlinked or referenced websites and expressly disclaim any liability for any and all of their content.

These Terms of Use do not address the information practices of those other websites, you should review the terms of use and privacy policies of such other websites to understand the guidelines in relation to the use of the websites and see how they treat personal information..

Changes

We reserve the right to change, modify, add, or remove portions of these Terms of Use at any time without any reference to you.

General Terms and Conditions

Any action arising out of these Terms of Use shall be governed by the laws of Malaysia and litigated in courts located in Malaysia, and you agree to submit to the exclusive jurisdiction of these courts.

In the event that any provision of these Terms of Use is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes close to the intention underlying the unenforceable provision.

You agree that you will not, in our sole discretion: (i) take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Allianz e-Clinic System or any activities conducted on the Allianz e-Clinic System; or (iii) bypass any measures we may use to prevent or restrict access to the Allianz e-Clinic System.

Failure to insist on performance of any of the provisions of these Terms of Use will not operate as a waiver of any subsequent default. No waiver by us of any right under these Terms of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You agree that these Terms of Use and all incorporated agreements may be assigned by us to a third party as determined by us.

These Terms of Use shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns.