

## TERMS OF USE

### TERMS OF USE:

#### I. CONDITIONS OF USE

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#### III. LIMITATION OF LIABILITY

1. While MAP Life uses reasonable efforts to include accurate and up to date information on this website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, MAP Life makes no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall MAP Life or any party involved in creating, producing, or delivering the website.

2. MAP Life shall not be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website, even if MAP Life or an MAP Life authorized representative has been advised of the possibility of such damages. To the fullest extent permissible under applicable law, in no event shall MAP Life's total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this website.
3. MAP Life also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

#### **IV. RESTRICTIONS ON USE OF MATERIALS**

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2. MAP Life neither warrants nor represents that your use of materials displayed on this website will not infringe rights of third parties.

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1. Unless otherwise expressly set forth herein, MAP Life makes no representation that materials on this website are appropriate or available for use in any location. You choose to access this website on your own initiative and are responsible for compliance with local laws.
2. Except as expressly set forth herein the information contained on this website is not an offer to sell or a solicitation to buy any insurance product or other product or service by MAP Life. No insurance product or other product or service is offered or will be sold by MAP Life or, if sold by MAP Life, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

## **VI. OWNERSHIP OF INFORMATION**

1. Any information, other than personal data or information, you transmit to MAP Life via this website, by electronic mail or otherwise, including data, questions, comments, or suggestions will be treated as non-confidential and nonproprietary and will become the property of MAP Life.
2. Such information, other than personal data or information may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. MAP Life is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to MAP Life via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. You waive all applicable rights you may have in any information (other than personal data) you transmit to MAP Life via this website or otherwise, for the purposes of these Terms of Use.

## **VII. INTELLECTUAL PROPERTY**

All trademarks, services marks, trade names, logos, and icons are proprietary to MAP Life. Other than as expressly set out in these Terms of Use and except as permitted by applicable law, nothing contained on the website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of MAP Life's intellectual property including, but not limited to, any trademark or logo displayed on this website without the written permission of MAP Life. Your use of the trademarks or logos displayed on this website, or any other content on this website, except as provided herein, is strictly prohibited.

## **VIII. SOFTWARE LICENSES**

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## **IX. SECURITY**

You acknowledge and confirm that the internet is not a secure medium where privacy can be ensured, and that complete security and confidentiality over the internet is not possible at this time. Your confidential use of the website cannot be guaranteed and you acknowledge that your use of the website (including information that you may transmit to the website) may be subject to access by, or disclosure to, other persons. Without limiting any other disclaimers herein, MAP Life shall not be responsible or liable for any harm that

you and any other person may suffer in connection with any such breach of confidentiality or security.

## **X. COMMUNICATIONS**

1. MAP Life shall be authorized to prescribe, from time to time, the form of notice (whether written or any other form) and the communication channel with respect to any notice to be given pursuant to these Terms of Use without imposing any duty of care on MAP Life.
2. MAP Life shall not be liable for any loss or damages you may incur if you communicate confidential or personal information to us by electronic means such as electronic mail, or if we communicate such information to you by these means at your request or as a reply to a communication sent by you over the same channel.
3. You are required to notify MAP Life forthwith of any change of your correspondence address, telephone/fax number, email/electronic address of whatever kind or any other correspondence details if the same has been supplied to MAP Life for communication purpose. All communications shall be addressed to you at your last known correspondence details registered with MAP Life. Communications delivered personally or sent by mail, facsimile or otherwise shall be deemed to have been delivered to you (where delivered personally) at the time of personal delivery, (where sent by facsimile) on the day of dispatch, (where sent by mail) when deposited in the mail, (where sent by electronic communication) at the time of sending the electronic message.

## **XI. ONLINE SERVICES**

1. Your usage of your password to access your policy records represents your acceptance of our online services. The password will be recognized and deemed as your electronic signature and will be legally binding. Such act also represents that you accept electronic records and data will be admissible as original documents in any court of law in Vietnam and that you will not challenge or dispute the accuracy or authenticity of such records and data maintained by MAP Life.
2. MAP Life shall not be liable for any failure to carry out online instructions which is attributable, wholly or in part, to any cause beyond the control of MAP Life including but not limited to any equipment malfunction or failure. Under no circumstances shall MAP Life be responsible for any direct, indirect or consequential losses arising from or in connection with the carrying out or otherwise of your online instructions.
3. By using our online services, you agree to all of our terms and conditions, including but not limited to: a) MAP Life has reserved the right to add, delete or vary the scope of service provided online and any of the terms and conditions herein from time to time; and b) if MAP Life decides to change the terms and conditions herein, MAP Life shall give notice within this website of such amendment and will specify a day on which such amendment

shall take effect. If you do not cancel the online service prior to the expiration of such period, you shall be deemed to have agreed to such amendment.

4. MAP Life may, at any time and at its sole discretion, without giving notice or reason suspend or terminate all or any of the online services, or your usage rights.
5. MAP Life has the right to determine and vary from time to time the scope and type of online services to be made available on our corporate website including imposing and varying any restrictions on the use of the services, and prescribing and changing the normal service hours during which the services are available and any daily cut-off time.
6. Upon notice or suspicion of the user ID and the password being disclosed to any unauthorized person or any unauthorized use of the services being made, you shall notify MAP Life immediately without delay and, until our actual receipt of such notification, you shall remain responsible for any unauthorized use of the services.

## **XII. TRANSACTIONS OVER THE INTERNET**

Transactions conducted through the internet may be subject to interruption, blackout, delay or error. MAP Life shall not be responsible for any loss of accuracy or timeliness of any messages sent or transactions conducted through this website arising from or in relation to any malfunctions in communication facilities that are out of the control of MAP Life.

## **XIII. DOWNLOADING**

MAP Life does not warrant the absence of delays, failures, errors, omissions or loss in respect of any information transmitted through this website. MAP Life does not guarantee any of the following: a) no viruses or other contaminating or destructive properties will be transmitted through this website; or b) no damage will occur to any computer system connecting to this website. You shall have sole responsibility in protecting and backing up your data and/or equipment; and in taking any precautionary measures against computer viruses or other contaminating or destructive properties as you think appropriate and necessary.

## **XIV. LINKS**

Where a link to a non-MAP Life website exists in this website, MAP Life shall not be responsible or liable in any way for the content of the linked website including any products, services or other items offered through that website.

## **XV. INCONSISTENCY IN VIETNAMESE AND ENGLISH VERSIONS**



In the event of any ambiguity or inconsistency between the English and Vietnamese versions of these Terms of Use, the Vietnamese version shall prevail.

## **XVI. GOVERNING LAW AND JURISDICTION**

These Terms of Use will be governed by the laws of the Socialist Republic of Vietnam (“**Vietnam**”) and the parties agree to submit to the exclusive jurisdiction of the courts of Vietnam.

## **LEGAL NOTICE:**

Once you get access to this website, you are deemed to agree and accept to be bound by the terms and conditions of this website. This website provides information in relation to the services and products offered by MAP Life which will be distributed by MAP Life or insurance agents appointed by MAP Life. This website contains general information to MAP Life’s customers and general public for the ease of reference. The information herein shall not in any event construe as any invitations, agreements, promises or guarantees. MAP Life reserves its right to change the information herein from time to time without notice. You should carefully consider your own situation and if necessary seek independent professional advice. If you would like to obtain further and detailed information on the services and products offered by MAP Life, please contact MAP Life direct.