

Terms And Privacy Policy

We recommend you read all of our Terms and Privacy Policy to ensure you are happy with them.

- Use of our website is subject to all of our Terms and Privacy Policy. If you do not, or cannot, agree to them, please stop using the website immediately.
- You may only use our website if you are using it for your own personal use or, if you are a business user, for legitimate business price comparison purposes.
- Our comparison services are free to use. If you purchase a product or service via a third party (Takaful Agents) through our website, we will receive a fee or commission from the respective Takaful agents who subscribe to our service.
- You are solely responsible for answering all questions honestly, completely and to the best of your knowledge, and also for ensuring that any assumptions are correct. Failure to do so may lead to your Takaful participation being declared invalid or increase in its contribution. You may also be liable for any third-party costs in the event of an accident.
- You are solely responsible to ensure that any product or service you purchase meets your needs.
- If you purchase a product or service through our website, you should carefully read the Takaful Providers' Terms and Privacy Policy and Privacy Policy as it will differ from ours.

Introduction

Who are we?

In these Terms and Privacy Policy, “we”, “us” or “our” refers to Beno Digital Solutions and/or GOtek, a trading name of Beno Digital Solutions, a business registered in Malaysia (Registration No. 003132690-H) at L1-10, Menara U2, Jalan Boling Padang 13/62, Seksyen 13, 40100 Shah Alam, Selangor, MALAYSIA. As of 7th June, 2022, GOtek.my compares Motor Takaful Contributions which the Gross/Basic Contribution stated in the quotations is provided by Syarikat Takaful Malaysia Am Berhad, Takaful Ikhlas General Berhad, Etiqa General Takaful Berhad and Zurich General Takaful Malaysia Berhad via their agency quotation systems.

Definitions

“service provider” means the Takaful Agents or Representatives who provide the motor Takaful quotations on our portal.

“website” means any website, mobile website, portal, mobile application

“you” and “your” means the person who accesses and uses our website.

Acceptance of these Terms and Privacy Policy

Not all of the products or services described on this website are available in all areas of the Malaysia and you may not be eligible for them. We reserve the right to determine eligibility and to discontinue or modify any aspect of the services at any time

If you access and use our website you agree to be bound by and act in accordance with these Terms and Privacy Policy. If you do not, or cannot, agree to these Terms and Privacy Policy, you are not permitted to access and use the website and you should immediately stop using or accessing the content. If you are in breach of these Terms and Privacy Policy, your right to access and use the website will cease immediately.

We reserve the right, at our discretion, to modify these Terms from time to time, which modification will be effective upon the posting of the modification to our portal/website (collectively, "the platform"), and will apply to causes of action arising after the effective date of the change. You should continue to check the platform for changes. Your continued use of our platform or otherwise the Services following the posting of changes to these Terms will mean that you accept those changes. By accessing or using our Services, you confirm that:

- you can form a binding contract with us; and
- you are over the age of 18, as the services are not intended for children under 18. If you are under 18 years of age at the time you access to our platform, your access will be considered as an illegal and we are not obliged to perform the service for you.

If you are using the Services on behalf of a corporation (or any legal entity other than using it personally), you represent that you are authorized to enter into an agreement on behalf of that legal entity and are nevertheless individually bound by these Terms even if we have a separate agreement with such corporation.

Our services

Neither GOtek nor Beno Digital Solutions is an agent, a broker or a Financial Adviser - we are a price comparison service that can be used to find out whether you could save money on a range of takaful or other services or products. We currently compare Takaful Contributions/Prices for selective motor vehicles only.

Our website and price comparison technology has been designed to allow private individuals, associations, institutions or businesses seeking products on their own behalf to find the most competitive prices from the leading Malaysia General Takaful providers online. Therefore, you may only use our service if you are:

- A private individual wanting to use our website and price comparison technology to find competitive prices for a motor Takaful product on your own behalf and/or on behalf of a close family member; or
- Acting on behalf of a company, associations, institutions wanting to use our platform and price comparison technology to find competitive prices for a motor Takaful product on behalf of the company, associations, institutions; and
- Not involved in any way in searching for takaful, financial services or any other products listed on our platform, as a business.
- You will not copy, distribute or modify any part of the services without our prior written authorization.
- You will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.

- You will not transmit any content which contains software viruses, or other harmful computer code, files or programs.
- You will not disrupt servers or networks connected to the services; and
- You comply with these Terms.

Using our services does not give you ownership of any intellectual property rights in our services or the content you access, which shall remain with us and our respective licensors.

In order to access the service, you may have to create an account. You hereby represent and warrant that the information you provide to GOtek upon registration (including information provided through your linked Facebook account, as applicable, or other third party Linked Accounts, as defined below), and at all other times, will be true, accurate, current, and complete. Your "Account Information" also includes any information you provide to us during the Takaful application or claims process. You also hereby represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

GOtek values and protects the privacy of your information. Please review the GOtek Privacy Policy (in continuation below after this Terms and Privacy Policy), as some portions of the Site and Products are protected and require a user identification code ("User ID") and pin/password for access. Unauthorized access or use of such portions of the site is prohibited. You agree that you will notify GOtek immediately if you believe that a third party has obtained your User ID or password, or if you believe that any unauthorized access or use may occur or has occurred by contact our Support team. For your protection, if GOtek believes that any unauthorized access may occur or has occurred, GOtek may terminate such access without prior notice to you. You also agree that GOtek is permitted to act upon any instructions received using your User ID and password and to consider such instructions as authorized by you.

GOtek may, now or in the future, allow you to link your account on the service to your account(s) on third party services, such as social networking sites ("Linked Accounts"). If you link your account on the service to a Linked Account, you are authorizing GOtek to store and use your access credentials to access your Linked Account on your behalf as your agent to integrate your experience with the service with content, information, and features available through such Linked Account. This may include importing the contacts, preferences, interests or "likes" of the Linked Account, and/or pushing updates regarding your use of the service out to your Linked Accounts. Linking, accessing or using a third-party service through the service in this manner may be subject to additional terms established by the applicable third party, and it is your sole responsibility to comply with such third party terms.

Road Tax and Delivery

As a value-added service, we do road tax renewal for you if you choose to during the application of Takaful Cover with a small fee. This service may be completed using third party

portal, post office counter, Poslaju or other courier service, Road And Transport Department's (RTD) counter service or RTD's self-serviced machine or any available legal means. However, road tax renewal is a sole privilege of RTD. The renewal is subject to sole approval of the RTD's through its system. We do not responsible for the failure of renewal due to any reason such as unsettled summon, blacklisted, system failure, network failure or any cause beyond our legal control. You are advised to check your renewal status with authorities before renewal your Takaful and Road Tax with us. The failure to renew your road tax may require you to cancel your Takaful Certificate and it involves refund processes of which the Refund clause will apply.

Right On Document, Content And Information

The Service may request that you submit content such as text, photos, audio-visual content, and other media content ("User Content"). You may also submit idea, suggestion or any form of writings via our system, website, email or any communication applications/tools. By providing these forms of expression to GOtek, you are granting GOtek a license for unlimited use or modify the User Content in order to make it available through the Service, without any demand for compensation, fee, charges, royalties and any form of financial and non-financial rewards. You also agree to permit access to or disclose your Content to third parties if GOtek determines such access is necessary to comply with its legal obligations.

GOtek may run marketing and promotional campaigns ("Promo") which offer prizes, cash rebates, cash rewards, voucher codes, discounts, subscription plans, or other promotional offers to be used on the Platforms. Promo are subject to validity periods, redemption periods, limits and/or availability. Promotional Items may not be valid when used in conjunction with other promotions. Additional Terms and Privacy Policy may apply to Promo. Unless otherwise stated, Promo can only be used on our Platforms. Promo are non-transferable, non-exchangeable and non-refundable and cannot be exchanged for cash. GOtek reserves the right to withdraw, amend and/or alter any part of the Terms and Privacy Policy of the promotions and subscriptions at any time without any prior notice. GOtek reserves the right to void, discontinue or disqualify any user from any promotion or subscription plan without prior notice to any user, in the event a user breaches any part of these Terms of Use.

Promo, prizes, offers and any rewards are solely organized and contributed by GOtek. Takaful Providers and/or their agents are not part of the Promo and shall not be held responsible for any dispute and/or claim.

Your responsibility

In order to get a quote through our price comparison service, you will need to answer a number of questions on our site needed by the service providers. The answers you give will determine the products or services available to you and amount you will pay. You must get permission from any other people whose details you propose to use in requesting a quote, before you provide us with any of their information. This applies to all information that you provide. In submitting any other person's details, you are confirming to us that you have their permission to do so, and that they understand how their information will be used.

You are solely responsible to ensure that you answer all questions honestly and that all information you enter onto GOfek.my is true, accurate and complete. If you do not do this, it could lead to your selected product later increasing in price, becoming invalid or claims not being paid. We cannot be held responsible if this happens.

As we work with a number of providers it is important that you read the providers' Principal's Terms and Privacy Policy, and that you agree with them before purchasing your product or service as they will differ to ours. Once you have purchased a product, it is important that you check your details match those you provided to us. You should also read all documents issued to you by your selected provider and ensure that you are aware of any levels of cover, financial limits and any other terms that apply. If any information is not correct, it is your responsibility to identify the mistake and correct this with us or the provider or provider's Principal directly.

Price Delivery

Companies change their prices and amend their rates on a regular basis. The price quoted to you will be accurate at the date of issue and may change if your quote is resubmitted. Please be aware that our offered rate is subject to change suggested or imposed by the takaful company who underwrites your takaful Certificate. We therefore have no control over such changes that may occur from time to time. The rate that we display is currently valid for 24hours from quotation delivery time. The validity may be changed without prior notice.

Certificate And Certificate Renewal

By using the platform, you agree to have all records, including the takaful Certificate, provided to you in electronic form. This consent, unless withdrawn, applies to all transactions between you and GOTEK. However, you have the right to receive communications from us, including the takaful Certificate in paper form by writing-in to us at help@GOfek.my or help@beno.com.my.

Refund

All refund requests are handled case by case basis. Investigation will be made and duration of refund may vary for all approved refund requests. Please be aware that, all refunds will be made to the vehicle owner only. However, discretion, as permitted by applicable law, is available in the case of the owner has passed away and subject to availability of certified or original supporting documents.

By accepting this quotation, you have understood and accepted the Terms and Privacy Policy.

Our liability to you

Please read the following information carefully as we include some limits and exclusions of our liability to you.

We will not be held responsible for any indirect losses which happen as a side effect of the main loss or damage which you suffer and which are not foreseeable by you and us at the time we enter into this contract, including, but not limited to: loss of income or revenue; loss of business; loss of data; loss of profits or contracts; loss of anticipated savings or waste of

management or office time however arising, provided that this provision will not prevent you from bringing claims against us for loss of or damage to your physical property or any other claims for direct financial loss that are not excluded by any of the categories set out above. In no circumstance will we be responsible for any losses which arise in connection with an event or series of events which is/are outside of our reasonable control.

If our standards fall short

Our aim is at all times to provide a first-class standard of service. However, there may be occasions when you feel we may have not achieved this. If we fall short of our own high standards, then we want you to tell us!

At GOtek.my we take all complaints seriously. Do not hesitate to forward your complaint to us via an email dedicated for after sales service that is help@GOtek.my. However, GOtek.my cannot accept liability for errors made by the selected provider's Principals or answer complaints on their behalf. In such an event we recommend you to follow the guidelines provided in their complaint procedure.

Third party links

You can link to other websites by means of hyperlinks published on this website or emailed to you as part of our service. These websites are owned and operated by third parties. We accept no liability for any statements, information, products or services that are published on or may be accessible through third party websites, as this is outside our control.

Website content

We have taken every reasonable step to make sure the information contained in this website is accurate and up to-date. However, we can accept no liability for any errors or omissions. We reserve the right to add, amend or delete information from this site at any time. Whilst we take every reasonable step to counteract viruses and other things with contaminating or destructive properties, we can give no warranty that this site and its content are free from viruses or anything else that has such contaminating or destructive properties.

We are not responsible for any commentary, opinions, ratings or other postings on our website by any third party.

Governing Law

These Terms of Use and your use of the Site are governed in all respects by the laws of Malaysia, without giving effect to any principles of conflicts of laws. Any dispute concerning the platform or these Terms of Use shall be subject to the exclusive venue of a court of competent jurisdiction in Wilayah Persekutuan Kuala Lumpur, Malaysia.

Contacting Us

If at any time you would like to contact us, the details are available on our [Contact us](#) page.

Copyright

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Intellectual property rights

Any logos, trademarks, service marks and domain names and all related intellectual property rights, of the companies whose sites we search in providing the service, belong to those companies, and you may not reproduce them without their prior written consent. Except for them, all intellectual property rights including, without limitation, all logos, trademarks, service marks, domain names, database rights, rights in design, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction in any information, content, materials, data or processes contained in or underlying this website and/or the service we provide belong to Beno Digital Solutions.

All rights of Beno Digital Solutions in such intellectual property rights are hereby reserved.

Commercial use

This website is for non-commercial use, meaning it is only for personal use or for use by a business to seek a product directly for that business only. Unauthorised commercial or bulk use may slow down the speed of the service we can provide for our customers. We will monitor the use of our services. If we detect commercial or bulk usage before we have sent the results of our search, we may abort the search. In any event, we reserve the right to take action against those using our service in an unauthorised way, to prevent disruption of our service to genuine customers, and to recover any losses we suffer.

END

These Terms and Privacy Policy were updated on 12th June, 2022.