

Lee & Partners Legacy Advisory Sdn. Bhd.
[No.: 201901012292 (1321620-W)]
Wisma Lee & Partners
No. 1, Jalan PJU 8/5A,
Bandar Damansara Perdana,
47820 Petaling Jaya,
Selangor, Malaysia

Mobile : 017- 591 3001
Tel : 03-7728 7001 /
03-7731 1320
Fax : 03-7728 3001
Email : contact@thewill.my
Website: www.thewill.my

Working days

Monday to Friday
9am-6pm

TERMS OF USE (LEGACY ADVISORS)

Welcome to www.thewill.my or any other website (“**Platform**”) owned and operated by **LEE PARTNERS LEGACY ADVISORY SDN. BHD. (Company No. 201901012292 (1321620-W))** under the brand name “**THEWILL**” and its affiliates and subsidiaries (“**THEWILL**”, “**we**”, “**us**” and/or “**our**”).

These Terms of Use (“**Terms**”) are only applicable to the users who sign up with us as the agents (“**Advisor**”), irrespective of the titles. Any reference to “**you**” or “**your**” herein refer to the Advisor. These Terms govern your access and use of the Platform and the use of any services, information and functions made available at the Platform and your appointment as our Advisor (“**Platform Services**”). The Platform Services include an online platform service that provides a place for the Advisor to create a will instrument for its client (“**Client**”) (the Advisor and the Client shall be referred collectively as, “**Users**”). Please read these Terms carefully. These Terms and our privacy policy (“**Privacy Policy**”) constitute a legally binding agreement (“**Agreement**”) between you and THEWILL and shall bind you and your heir(s), representative(s) and nominee(s). If you do not agree to the Terms, please do not access and/or use the Platform and/or the Platform Services.

IMPORTANT - By accessing, using the Platform and registering an account with THEWILL, you represent and warrant that:

- (A) you are at least eighteen (18) years old and have been certified as our Advisor under the title of legacy advisor, legacy manager, legacy director or chief legacy director; and
- (B) you agree you have read, understood, accepted and agreed to be bound by (i) these Terms; (ii) the Privacy Policy; and (iii) any future amendments and additions to the Terms and Privacy Policy as published from time to time at the Platform.

1. Joining As Certified Person

1.1 **Certification as Advisor:** By paying in full the refundable deposit of RM1,000.00 only (“**Deposit**”) upon your enrolment as the Advisor in THEWILL, you shall be entitled to the following benefits (collectively, “**Benefits**”):

- (a) will writing service worth RM1,000.00 to be completed within 90 days from the date of payment of Deposit (“**Free Will**”);
- (b) 2 days’ training with an examination to be a certified legacy advisor (“**Training**”);
- (c) free unlimited Training sessions;
- (d) special price on products and services from our collaboration partners; and
- (e) free lifetime membership of Lee & Partners Legacy Advisors Club.

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- 1.2 **Deposit and the Benefits:** The Advisor agrees that:
- (a) the Deposit is refundable subject to the following conditions:
 - i. Advisor has completed the Training within 90 days from the date of payment of Deposit; and
 - ii. Not inclusive of the Free Will, Advisor has completed two (2) exclusive wills within 90 days from the date of payment of Deposit; or
 - iii. Not inclusive of the Free Will, Advisor has completed one (1) exclusive will and recruitment of three (3) new Advisor; or
 - iv. Advisor has completed recruitment of five (5) new Advisor.(1.2 (a)(i.) – (iii.) are collectively referred to as “**Assignments**”)
 - (b) upon failure to complete the Assignment, Advisor is not entitled to the refund of the Deposit or is only entitled to the refund of partial Deposit to the extent of the partial completion of the Assignment.
 - (c) the Deposit is not transferrable nor exchangeable in cash in any manner whatsoever; and
 - (d) the Benefits are neither transferable nor exchangeable in cash in any manner whatsoever.
- 1.3 **Eligibility to Use the Platform:** By completing the Training and getting certified as our Advisor under the title of legacy advisor, legacy manager, legacy director or chief legacy director in THEWILL, you will be able to utilize the Platform Services provided in the Platform to create a will for your Client, to solicit Client for the Product and/or Services such as will writing, will custody, trust advisory, insurance planning, life planning, investment and such other product and/or services provided as may be notified by us to you from time to time (“**Product and/or Services and/or Services**”) and to earn commission in view thereof, **PROVIDED ALWAYS THAT** you shall comply fully our code of conduct as stated in paragraph 1.11 (“**Code of Conduct**”).
- 1.4 **Term:** The Agreement shall commence on the date you are certified as our Advisor and continue in full force and effect for a period until its termination in the manner stated herein.
- 1.5 **Relationship:** The Advisor acknowledge and agree that this Agreement shall not operate as or constitute an offer or contract of employment.
- 1.6 **Referral:** The Advisor will refer to THEWILL the Client who will require any Platform Services, any Product and/or Services or other future Product and/or Services available through THEWILL or to be notified by THEWILL to the Advisor from time to time. THEWILL shall be entitled to decline or accept the Client referred by the Advisor based on its internal Client selection criteria at its absolute discretion.
- 1.7 **Commission Entitlement:** Subject to fulfilment by the Advisor of paragraph 1.11, the Advisor shall be entitled to a fee as tabulated below (“**Commission**”) for each and successful sale of the following Product and/or Services, the sum of which is subject to my position in THEWILL either as the legacy advisor, legacy manager, legacy director or chief legacy director.

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Position	Recruitment	Will Writing	Will Custody	Trust			Estate / Trust Administration	Nirvana	Xiao En	Investment (Phillip Capital)				Insurance	Other Services
				RHB Trust	THEWILL Trust					Phillip Mutual	Phillip Capital				
										Sales Commission	Trailer Commission	Introducer Fees	Trailer Commission		
Chief Legacy Director		1%	1%	C L D Bonus		1%	1%								
Legacy Director		2%	2%	L D Bonus		2%	2%								
Build 10 LDs															
Build 10 LMs OR recruit additional 40 LAs	500	60%	40%	20%	40%	40%	13%	8%	73%	66.5%	2.25%	40%	To follow insurance company remuneration scheme	10% of Fees	
Legacy Manager	400	50%	35%	15%	35%	35%	10.5%	6.5%	68%	59.5%	2.1%	30%		9% of Fees	
Recruit 10 LAs															
Legacy Advisor	200	40%	30%	10%	30%	30%	8%	5%	57%	49%	1.75%	20%		8% of Fees	
Paid RM1000 Passed test															
Angel Partner	100	10%	5%	5%	5%	N/A	4%	2%	10%	N/A	0.5%	N/A	50% of 1 st year commission	5% of Fees	

1.8 Payment of Commission:

- (a) The Commission shall be payable to the Advisor on or before 7th of every month upon completion of the duties and obligations stated herein including but not limited to the submission of a list of documents such as completed online forms, clear and complete supporting documents, duly signed and witnessed Will(s), and such other documents as may be requested by THEWILL and the returning the acknowledged copy of the Will(s) and such other letters to THEWILL.
- (b) Unless otherwise provided herein, THEWILL will arrange payments of the Commission to be remitted on monthly basis to the Advisor, subject to the payment terms between THEWILL and the respective Product and/or Services providers. THEWILL gives no guarantee of the minimum Commission to be earned by the Advisor.
- (c) THEWILL shall be entitled to vary the Commission by giving fourteen (14) days' prior written notice to the Advisor.
- (d) THEWILL shall be entitled to withhold or claw back the Commission paid on any Product and/or Services from the Advisor where such policy of any Product and/or Services is surrendered or has lapsed or in the event if you do or fail to do anything stated herein or which directly or indirectly affects the reputation of THEWILL.
- (e) THEWILL shall claw back Commission in full in the event that THEWILL is required to refund commissions to the Product and/or Services providers on, including but not limited the following events:
 - i. any misrepresentation and/or material non-disclosure by the Advisor;
 - ii. under free-look provision of any product provider's policy; or
 - iii. any gross negligence, wilful neglect or proven fraud on the part of the Advisor in the course of their conduct of duties and obligations under this Agreement.

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The Advisor shall repay to THEWILL on demand any Commission already paid to the Advisor for such Product and/or Services falling under this paragraph, within 14 days from such demand.

- (f) If any Product and/or Services is terminated for any reason whatsoever, THEWILL shall be entitled to cease payment of the Commission to the Advisor with effect from the date of such termination. In the event that the Product and/or Services lapses but is subsequently reinstated during the subsistence of the Advisor's appointment under this Agreement, the Advisor shall be entitled to receive the Commission on that Product and/or Services with effect from the date of such reinstatement. For the avoidance of doubt, the Advisor shall only be entitled to the Commission with respect to monies paid to THEWILL as commissions and not for other purposes, including but not limited to repayment of policy loan.
 - (g) The Commission shall be paid in Ringgit Malaysia (MYR) unless otherwise stated in this Agreement.
 - (h) All fees payable to the Advisor under this Agreement shall be net of any bank charges incurred in making the relevant payment to the Advisor, all of which shall be borne by the Advisor.
 - (i) Any objection to the computation of the Commission shall be raised by the Advisor to LPPA within thirty (30) days of the receipt of the Commission failing which the computed Commission shall be deemed final and conclusive. Parties agree to use their reasonable endeavours to promptly resolve any dispute notified under this paragraph.
- 1.9 **Set-Off:** THEWILL shall be entitled at any time to set-off any sum or costs (in whole or in part) due from or owing by the Advisor to THEWILL against any sum due from or payable by THEWILL to the Advisor, whether under this Agreement or any other agreement or arrangement between the Advisor and THEWILL.
- 1.10 **Liberty to Terminate Product and/or Services:** THEWILL shall be at liberty to terminate its Product and/or Services to any Client in any of the following events:
- (a) if the fees payable under the Product and/or Services are not received by THEWILL in accordance with the terms herein or under the provisions of the individual agreement between THEWILL and the Client;
 - (b) if there is a breach of any term or condition by the Client of the individual agreement between THEWILL and the Client; or
 - (c) the individual agreement between THEWILL and the Client is terminated pursuant to the terms and conditions therein.
- 1.11 **Advisor's Code of Conduct:** The Advisor hereby agrees and undertakes to comply with the following Code of Conduct which may be amended from time to time at our absolute discretion:
- (a) not to reveal, divulge or disclose to any person, body of persons or company the Client's personal data and any information pertaining to the Product and/or Services as purchased or subscribed by the Client;
 - (b) comply with the Personal Data Protection Act 2010 ("**the PDPA**") and any regulations and orders made thereunder in the performance of its obligation under this Agreement;
 - (c) to comply strictly with any guidelines of the industry and relevant regulations and any other guidelines and practice notes which THEWILL may issue to regulate and streamline the

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- the Advisor and the performance of other like agreements, which THEWILL may enter into with any other persons;
- (d) to carry out the activities and obligations under the appointment herein in strict accordance with the highest professional practices and standards in continuous compliance with applicable laws, rules and regulations of applicable regulatory authorities to safeguard's Client's interest;
 - (e) to use due care and diligence in performing your duties as the Advisor and maintain highest standard of quality in rendering service to the Clients;
 - (f) to carry out the terms of the appointment herein in strict accordance with the methods, strategies, training, know-how and instructions of THEWILL from time to time;
 - (g) not act in any manner that will cause conflict of interest with THEWILL or bring THEWILL into disrepute;
 - (h) not to use any intellectual property, know-how, information, material or any form of work whatsoever (including information relating to any computer programmes or software) available to the Advisor by virtue of this Agreement for any purposes other than the performance of the Advisor's duties in THEWILL;
 - (i) not to obtain, publicise or advertise or cause to be publicised or advertised any of the Product and/or Services in any written or printed form or medium without the written consent of THEWILL;
 - (j) to comply strictly with any direction, memorandum, rules, regulation, policy, guidelines or practice requirements including any performance criteria set by THEWILL which THEWILL may impose from time to time;
 - (k) to ensure that all persons, parties, delegates, Advisors or servants who are appointed by THEWILL to promote the Product and/or Services shall comply strictly with the terms of this Agreement;
 - (l) to undergo training with THEWILL at such fees as determined by THEWILL from time to time prior to promoting the Product and/or Services;
 - (m) to deliver the original documents and agreements pertaining to the Product and/or Services provided to and accepted by the Client to THEWILL within two (2) weeks of the execution of such aforesaid documents and agreements;
 - (n) to ensure that your referral ("**Angel Partner**") comply with the terms of use specifically for Angel Partner;
 - (o) not make any representation or vary or agree to vary any term or condition of the aforesaid documents and/or agreements without the prior written consent of THEWILL;
 - (p) not act in any manner that will cause conflict of interest with THEWILL or the Product and/or Services being promoted in accordance with this Agreement;
 - (q) not solicit or source any business, order or commercial opportunity which is not any of the Product and/or Services provided by THEWILL, from the Clients, THEWILL's Advisors, THEWILL's staffs or affiliates in any capacity whatsoever;
 - (r) not to obtain, assign, transfer or in any other manner grant to any person any of the Advisor's rights or liabilities under this Agreement without the consent in writing from THEWILL, except if it falls under paragraph 1.14;
 - (s) that in respect of the presentation, negotiations and/or signing of any of the Product and/or Services, you shall ensure and procure the following:
 - i. ensure that the Client understands fully the contents of the relevant documents and/or agreements;
 - ii. furnish to the Client, a copy of the aforesaid documents and/or agreements;
 - iii. in the event that the Client has issues or queries to raise concerning or in relation to any of the Product and/or Services and Platform Services and the respective documents and/or agreements, contact THEWILL for an appointment;
 - iv. collect such payment / fees as shall be due from the Client to THEWILL in accordance with the terms herein;

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vary or agree to vary any term or condition of the aforesaid documents and/or agreements without the prior written consent of THEWILL;

- vi. not act in any manner that will cause conflict of interest with THEWILL or the Product and/or Services being promoted in accordance with this Agreement; and
- vii. not solicit or seek in any capacity whatsoever any business, orders or customs, which is similar to or in competition with the Product and/or Services and Platform Services

1.12 **Warranties by the Advisor:** The Advisor warrants and undertakes to THEWILL as follow:

- (a) the Advisor has full power and authority to enter into and perform this Agreement;
- (b) this Agreement when signed shall constitute valid and binding obligations of the Advisor and is fully enforceable against the Advisor in accordance with the terms and conditions herein;
- (c) the Advisor are suitably qualified and experienced and possess the required level of skill, care and judgment to carry out the Referral and the Advisor's other duties and obligations under this Agreement;
- (d) the Advisor shall carry out the activities and obligations under this Agreement in accordance with the highest professional practices and standards in continuous compliance with applicable laws, rules and regulations of applicable regulatory authorities, and to notify THEWILL immediately in writing if there is any failure in complying with any of those laws and regulations; and
- (e) there is no litigation suit taken against the Advisor and there is no bankruptcy or winding up order being issued against the Advisor.

1.13 **No use or distribution of Material:** The Advisor shall not disclose any information, documents, slides or other material a) procured from the Training; or b) concerning Training, THEWILL, the Product and/or Services and Platform Services ("**Material**") to any third party, unless with prior written consent from THEWILL and shall keep the Material strictly confidential. The Advisor shall not modify or represent that they are authorised to modify such Material. The Advisor hereby agrees and acknowledges that all Material belongs to THEWILL and THEWILL holds the copyright towards the Material.

1.14 **Death of Advisor:** In the event the Advisor holding the position as the legacy director or chief legacy director deceases, the deceased Advisor shall be entitled to transfer their entitlement to the Commission to their nominated person ("**Deceased's Nominee**") where such Deceased's Nominee will receive the Commission for a period of 1 year ("**Deceased Transfer Period**") from the date the Advisor deceases ("**Deceased Date**") provided always that such Deceased's Nominee shall become a certified legacy advisor in THEWILL within the Deceased Transfer Period. If the Deceased's Nominee shall fail to obtain certification as legacy advisor in THEWILL within the Deceased Transfer Period, the payments of the Commission to the Deceased's Nominee shall lapse and be forfeited, otherwise the Deceased's Nominee will continue to receive such Commission subject to the terms and conditions of the Product and/or Services that govern payments of such Commission.

1.15 **Default and Termination:** THEWILL shall be at liberty to terminate this appointment with immediate effect by giving a notice in writing to the Advisor where the Advisor shall be liable to pay all damages, losses, penalties, charges, costs and expenses incurred or suffered by THEWILL including costs on solicitor and client basis if the termination arises as a result of the Advisor's breach of any term, condition, undertaking, representation, warranty under this Agreement or due to the following circumstances:

- (a) if any attachment or execution process is levied against my property and convicted for any criminal or fraudulent act;

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de in connection with the execution and delivery of this

Letter shall be found by THEWILL to have been incorrect in any material respect;

- (c) if you are convicted of a criminal offence;
- (d) if in THEWILL's bona fide opinion, a situation has occurred (whether involving the Advisor) which requires THEWILL to safeguard its interest;
- (e) if in the opinion of THEWILL, a material change has occurred and as a result thereof my ability to fulfil my obligations under this Letter has been or is likely to be impaired.

Upon termination of this Agreement in accordance with this paragraph, neither party shall have any other claims against the other save and except for any antecedent breaches prior to the date of termination of this Agreement.

1.16 Consequence of Termination: Upon termination of this Agreement,

- (a) THEWILL shall only be liable to pay you any accrued Commission for complete referral rendered before the date of termination. For the avoidance of doubt, complete referral means the service for Client under your Referral to THEWILL has been deemed as completed by THEWILL.
- (b) The termination of this Agreement for whatever reason shall not affect any individual agreements in respect of any of the Product and/or Services which have been properly entered into with the Client and any other party(ies) prior to such termination.
- (c) Upon termination of this Agreement, any amount outstanding that is due and payable by the Advisor to THEWILL shall be settled in full within thirty (30) days from the date of termination thereof.
- (d) On termination of this Letter, you shall procure to take the following actions:
 - i. immediately return all documents pertaining to THEWILL and the Product and/or Services to THEWILL including but not limited to all copies of documents or agreements pertaining to THEWILL and the Product and/or Services which are in the Advisor's possession;
 - ii. immediately remove all reference to THEWILL from all promotional materials and all other document or instrument relating to Product and/or Services provided by the Advisor and to immediately cease and desist from making reference to THEWILL in all promotional materials; and
 - iii. immediately notify in writing all potential clients with whom the Advisor is negotiating with, that the Advisor is no longer authorised by THEWILL to negotiate with such potential clients on the provision of such Product and/or Services and hence THEWILL shall no longer provide the Product and/or Services through the Advisor.

1.17 Amendment: We reserve the right to amend, vary or substitute all or any of the terms and conditions herein at our absolute discretion from time to time with or without notice to you. We have no responsibility or obligation to notify you of any amendment, variation or substitution of all or any of the terms herein prior to making such changes. Your continued use of the Platform after the amendment of any terms and conditions will be deemed to be acceptance of the amended terms and conditions by you. You agree that it shall be your responsibility to review the Agreement regularly whereupon continued access or use of the Platform after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

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1.18 **Indemnity:** You hereby agree and undertake to indemnify and keep us fully indemnified against all claims, actions, demands, damages, liabilities, losses, penalties, charges, costs and expenses incurred or suffered by us including costs on solicitors and client basis, arising out of any breach by you of your obligation or any of these Terms or your use of the Platform and its Platform Services.

1.19 **Confidentiality:** In carrying out the obligations under this Agreement, you shall keep secret and take your best endeavours and measures as you would have taken towards your own private and confidential information but in no event shall the endeavours and measures be less than reasonable care, in protecting the secrecy and confidentiality of this Agreement and the non-public or proprietary information disclosed pursuant to this Agreement. You agree and warrant to not use any confidential information received pursuant to this Agreement for any other purpose except to perform any obligations in this Agreement. You agree that confidentiality of the terms and conditions under this Agreement shall not cease on the termination of this Agreement but will survive and continue indefinitely. In the event of any breach of this paragraph to which monetary damages could not adequately remedy, you agree that THEWILL the non-defaulting party shall have the right to seek and obtain immediate specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.

2. Changes to the Platform and Agreement

2.1 We reserve the right, at our sole and absolute discretion to change, suspend or discontinue any aspect of the Platform at any time from time to time including the availability of any features, data or contents and may also impose limits on certain features or services or content or restrict your access to parts of the Platform without any notice or liability.

2.2 We reserve the right to update, modify, vary or change any of the Agreement without your consent at any time from time to time at our sole and absolute discretion without any prior notice to you and without any liability to you. All changes are effective immediately upon the posting of such changes and apply to all access and use of the Platform thereafter. Your continued use of the Platform or the Platform Services (or any portion thereof) following the posting of revised Agreement constitutes your acknowledgment of the revised Terms and your agreement to abide and be bound by the revised Agreement.

3. Registration as Advisors in the Platform

3.1 You agree to:

- (a) provide accurate, current, complete and not misleading information about you as may be prompted or required by any signup, login and/or registration forms made available via the Platform ("**Registration Data**");
- (b) maintain and promptly update the Registration Data, and any other information you provide to the Platform, in order to keep it accurate, current, complete and not misleading; and
- (c) accept all risk of unauthorized access to the Registration Data and any other information you provide to the Platform.

3.2 We reserve the right not to create accounts if the request contains made-up data. Please note that your user account is not transferable and you are only authorized to create and use one account for the Service and are prohibited from utilizing alter-egos or other disguised identities when utilizing the Platform.

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3.3 Upon registration, you shall select a user name, password or any other piece of information as part of our security procedures where you must treat such information as confidential and you must not disclose it to any other person or entity. THEWILL shall not be liable for any loss or damage from your failure to comply with this security obligation. The username to be selected shall not violate third party rights, particularly not trade names, trademarks or copyrights.

3.4 You are responsible for all activities that occur under your account. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

3.5 You agree that all information you provide to register with this Platform or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

4. Consent to the Use of Data

THEWILL will collect, use, process and share certain of your Personal Data (as defined in the Privacy Policy) and related information in connection with the terms and conditions of the THEWILL's Privacy Policy, which is hereby incorporated by reference into the Terms. You agree that THEWILL may collect and use such Personal Data and related information in connection with your use of the Platform including but not limited to your contact information that is gathered periodically to facilitate the features and functionality of the Platform and other services. You also consent to our use of such information to communicate with you about the Platform or in connection with the features, functions and activities in the Platform.

5. Monetary Payment

5.1 THEWILL uses Kiplepay to execute online payment transactions. By using the Platform to make payment, you hereby agree to be bound by the terms of use of Kiplepay, available at <https://kiplepay.com/pages/terms/termsfuse> and/or such other payment gateway. This may be updated from time to time. For the avoidance of doubt, if any payment you initiate using the Platform does not successfully complete, the payee reserves the right to seek payment from you via or outside the Platform.

5.2 By providing us with details of your banking account or other payment information, you authorize us to use and disclose it to Kiplepay and/or such other payment gateway for the purpose of processing the payments you authorize in the Platform.

6. Intellectual Property Rights

6.1 THEWILL owns all contents, features and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection, applications, codes or is licensed to use all intellectual property rights in and to this Platform and all technical infrastructure and contents relating to it.

6.2 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

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- (a) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- (b) You may store files that are automatically cached by your web browser for display enhancement purposes.
- (c) You may print or download one copy of a reasonable number of pages of THEWILL for your own record keeping and not for further reproduction, publication or distribution.

6.3 You shall not:

- (a) modify copies of any materials from the Platform.
- (b) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- (c) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Platform.

6.4 If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by THEWILL. Any use of the Platform not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark and other laws.

7. Prohibited Uses

You shall use the Platform only for lawful purposes and in accordance with the Terms. You agree not to use the Platform:-

- (a) in any way that violates any applicable federal, state, local or international law or regulation.
- (b) to impersonate or attempt to impersonate THEWILL, a THEWILL employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- (c) to engage in any other conduct which, as determined by us, may harm THEWILL or users of the Platform or expose them to liability.
- (d) to provide any false personal information on the Platform.
- (e) to create another account without our permission if we disable or terminate your account. If you select a username for your account, we reserve the right to remove, change or reclaim it if we deem appropriate.

8. Third-Party Content

THEWILL may provide third-party content via the Platform and may provide links to web pages and content of third-parties (collectively, the **“Third-Party Content”**) as a service to those interested in this information. Use of Third-Party Content and access to Third-Party Content is subject to the terms of service, terms of use, and/or privacy policy of such Third-Party Content. THEWILL does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content including, but not limited to, its accuracy or completeness. You acknowledge and agree that THEWILL is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

9. Monitoring, Enforcement and Termination

Lee & Partners Legacy Advisory Sdn. Bhd.
[No.: 201901012292 (1321620-W)]
Wisma Lee & Partners
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03-7731 1320
Fax : 03-7728 3001
Email : contact@thewill.my
Website: www.thewill.my

Working days

Monday to Friday
9am-6pm

- 9.1 You fully agree that we may, in our absolute discretion and without any liability whatsoever to you, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate and/or terminate your account with us if we are of the opinion that the use of the same by you will compromise the integrity of THEWILL or the Platform or if you have breached any term under this Agreement.
- 9.2 We reserve the right to withdraw or amend the Platform and any service or material we provide on the Platform in our sole and absolute discretion without any notice. We will not be liable if for any reason all or any part of the Platform shall be unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users.
- 9.3 We have the right to:
- (a) issue warnings, limit or terminate any user for any reason from using the function provided by the Platform.
 - (b) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
 - (c) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of the Terms.
- 9.4 By using this Platform for transaction, you agree that THEWILL shall not be responsible for any losses arise from fraud, cheating or scam from your use of this Platform.

10. Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes and/or as a platform for corporate solution advisory and consultancy service, personal or corporate branding marketing service, business sharing and networking event and membership subscription. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

11. Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

12. Disclaimer of Warranties

- 12.1 You understand that we do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Platform for any reconstruction of any lost data.
- 12.2 You expressly acknowledge and agree that your use of the Platform, its content and any services is at your own risk. The Platform, its content and any services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither THEWILL nor any person associated with THEWILL makes any warranty or representation with respect to the completeness,

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availability of the Platform. Without limiting the foregoing, neither THEWILL nor anyone associated with THEWILL represents or warrants that the Platform, its content or any services or items obtained through the Platform will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Platform or the server that makes it available are free of viruses or other harmful components or that the Platform or any services or items obtained through the Platform will otherwise meet your needs or expectations. You must bear the risks associated with the use of the Internet.

12.3 **THEWILL hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.**

12.4 The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

12.5 In using and continuing to use the Platform, you hereby expressly undertake, confirm, agree, warrant and covenant with us that you are using the Platform and the Platform Services voluntarily at your own risk and shall not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of using the Platform and the Platform Services provided.

13. Limitation on Liability

In no event will THEWILL, its affiliates or their licensors, service providers, employees, Advisors, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platform, any websites linked to it, any content on the Platform or such other websites or any Platform Services or items obtained through the Platform or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

14. Governing Law and Jurisdiction

All the Terms herein contained shall be construed in all respects in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction over all matters arising therefrom. Any proceedings arising out of or in connection with the Terms shall be brought in a court of competent jurisdiction in Malaysia.

15. Notices

Unless otherwise specified herein, all notice, reminders, confirmation or other communications issued by THEWILL shall be deemed to have been duly delivered. In the case of email, when THEWILL's system shows that the email has been delivered to your email address with no failed delivery notification has been received by THEWILL, such email shall be deemed to have been duly delivered.

16. Severability

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provisions contained in these Terms shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the laws governing these Terms or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of these Terms and shall then be construed as if such unenforceable illegal or invalid provisions had never been contained herein.

17. Consent To Disclosure of Personal Data

17.1 We undertake to comply with the **Personal Data Protection Act 2010** in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by telephone, email or otherwise to inform you about other Product and/or Services and Platform Services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: contact@thewill.my.

17.2 You hereby expressly unconditionally, irrevocably and unequivocally acknowledge, covenant, consent and agree with us that we may access, preserve and disclose any of the personal data that you make available to us when accessing or using or registering to use the Platform, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:-

- (a) provide the services (which will include sharing some of your personal data with other users and third parties in accordance with this Privacy Policy) and any customer support that you request;
- (b) investigate and/or take action to prevent prohibited or illegal activities, and enforce our Terms;
- (c) maintain, customise, measure and improve our Platform Services, the Platform, and the content and advertising made available on or by means of the Platform and / or our Platform Services;
- (d) tell you about our services, engage in targeted marketing, and provide service updates and promotional offers based on your communication preferences;
- (e) compare information for accuracy, and verify it with third parties such as the insurance companies and / or credit rating agencies;
- (f) respond to claims asserted against us;
- (g) to comply with legal process;
- (h) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; and/or
- (i) to protect the rights, property or personal safety of us, our users, or members of the public.

17.3 You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party including costs on solicitors and client basis as a direct and/or indirect result of any of access, preservation or disclosure of your personal data. If you do not agree to this, then we cannot provide the Platform for your use and you shall stop accessing the Platform immediately forthwith. Otherwise, you will be deemed to have expressly consented to this provision if you use or continue to use the Platform and for so long as you are still the Agent in THEWILL.

18. Non-Waiver

Save where a time period has been specifically stipulated herein for the exercise of any right or power, no failure or delay on the part of THEWILL in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power hereunder. The rights and remedies herein provided are cumulative and not exclusive of any rights and/or remedies provided by law.

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19. Indulgence

If you breach any of the Terms, any extension of time or indulgence as may be granted by THEWILL shall not be constructed as waiver of THEWILL's rights and remedies and THEWILL will still be entitled to exercise its rights and remedies at a later date or in any other situation where you breach any of the Terms.

20. Survival of Terms

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnity and limitations of liability.

21. Entire Agreement

There may be other terms and conditions on pages of the website which relate to your use of that part of the Platform. The Terms together with any others displayed on the Platform constitute the entire agreement between the parties. No representations or warranties have been made other than those expressly provided for in these Terms.

22. If you have any enquiries in relation to these Terms, you may contact us by email at contact@thewill.my.



Kelvin Liew Jenn Sheng
Chief Executive Officer
THEWILL