

# TERMS AND CONDITIONS

## Terms of Use

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name insurance-insight.com ("Website"), including the related mobile site and mobile application (hereinafter referred to as "Platform"). This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

The Platform is owned by \_\_\_\_\_ Internet Private Limited a company incorporated under the Companies Act, 1956 with its registered office at Buildings \_\_\_\_\_, India (hereinafter referred to as "Company, "We", "Our", "Us").

Your use of the Platform and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a user/subscriber on the Platform by providing Registration Data while registering on the Platform as Registered User using the computer systems. We also allow the User to surf the Platform and utilize our various services and contents without registering on the Platform. When You use any of the services provided by Us through the Platform (whether you are registered on the platform or not), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

## Competent to Contract

Transaction on the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including undischarged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you may use the Platform or access content on the Platform only under the supervision and prior consent/ permission of a parent or a legal guardian. As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents.

## Your Account and Registration Obligations

If You use the Platform, you shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, We shall have the right to suspend or terminate or block access of your membership on the Platform and refuse to provide You with access to the Platform.

Your mobile phone number and/or e-mail address is treated as Your primary identifier on the Platform. You agree to notify Us promptly if your mobile phone number or e-mail address changes by updating the same on the Platform through a onetime password verification. You agree that We shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account in cases, including, where You have failed to update Your revised mobile phone number and/or e-mail address on the Website Platform.

If You share or allow others to have access to Your account on the Platform ("Account"), by creating separate profiles under Your Account, or otherwise, they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.

## Communications

When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

## Charges

We may charge a nominal fee for browsing and for products/subscription offered on the Platform. We reserve the right to change our Fee Policy from time to time. In particular, We may at our sole discretion introduce new services/fees and modify some or all of the existing services/fees offered on the Platform. In such an event, We reserves the right to introduce fees for the new services offered or amend/introduce fees for existing/new services, as the case may be. Changes to the Fee Policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to We Internet Private Limited

### **Use of the Platform**

You agree, undertake and confirm that Your use of Platform shall be strictly governed by the following binding principles: You shall not host, display, upload, modify, publish, transmit, update or share any information which:

- (a) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, referrals or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (b) engages in commercial activities and/or sales without Our prior written consent
- (c) interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services;
- (d) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (e) violates any law for the time being in force;
- (f) impersonate another person/user;
- (g) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

### **Privacy**

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information and information relating to referrals that you have provided to us, is one of Our most important assets. We store and process these Information including any sensitive financial information if collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under.

We may share personal information with our other entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out. We may also market our products to the referrals that you have provided to us.

We may disclose your personal information to third parties if such disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

### **Disclaimer of Warranties and Liability**

This Platform, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, We does not warrant that:

- (a) This Platform will be constantly available, or available at all; or
- (b) The information on this Platform is complete, true, accurate or non-misleading.

We will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Platform. We does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Platform; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Platform constitutes, or is meant to constitute, advice of any kind.

You will be required to enter a valid phone number and e-mail ID while registering in our platform. By registering Your phone number and Email-ID or other information with us, You consent to be contacted by Us via phone calls, E-Mail, SMS notifications, mobile applications and/or any other electronic mode of communication.

### **Payment**

While availing any of the payment method/s available on the Platform, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- a) Lack of authorization for any transaction/s, or
- b) Exceeding the preset limit mutually agreed by You with your "Bank/s", or
- c) Any payment issues arising out of the transaction, or
- d) Decline of transaction for any other reason/s

All payments made against the purchases/services on Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Platform will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Platform.

You have specifically authorized to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash in respect of transactions through Payment Facility.

You understand, accept and agree that the payment facility provided by us is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, collection and remittance facility for the Transactions on the our Platform using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, We neither is acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

You, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Platform features within the stipulated time than this would make You ineligible for a refund. Refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received, or through any other method available on the Platform, as chosen by You.

Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.

For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).

Refunds may be supported for select banks. Where a bank is not supported for processing refunds, You will be required to share alternate bank account details with us for processing the refund.

Refund shall be conditional and shall be with recourse available to us in case of any misuse by Buyer.

We may also request you for additional documents for verification.

We reserves the right to impose limits on the number of Transactions or Transaction Price which We may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

We reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with We or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

### **Indemnification:**

You shall defend, indemnify and hold harmless us, our owners, affiliates, subsidiaries, group companies, partners (as applicable), and their respective officers, directors, agents, and employees ("Indemnified Parties"), from and against any claim, demand, damages, obligations, penalty, losses or actions (including reasonable attorneys' fees) made by any third party against the Indemnified Parties or imposed against the Indemnified Parties, due to or arising out of your or your affiliate's or relative's: (a) breach of these Terms, the Privacy Policy and/or any other policies; or (b) violation of any applicable law, rules, regulations; or (c) violation of the rights (including infringement of intellectual property rights) of a third party or We; or (d) unauthorized, improper, illegal or wrongful use of your account (including by you or by any person, including a third party, whether or not authorized or permitted by you). This indemnification obligation will survive the expiry or termination of these Terms and/or your use of the Service.

#### **Force Majeure:**

You agree that We shall be under no liability whatsoever to you in the event of non-availability of the Platform and/or any of the Services or any portion thereof, occasioned by an Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite failure or any other cause whatsoever beyond the control of We (including any event which is caused by the failure or non-performance on the part of the Content Owners or the Platform Partners).

#### **Governing laws:**

These Terms shall be governed, interpreted, and construed in accordance with the laws of India, without regard to the conflict of law provisions and for resolution of any dispute arising out of your use of the Services or in relation to these Terms. Notwithstanding the foregoing, you agree that (i) We has the right to bring any proceedings before any court/forum of competent jurisdiction and you irrevocably submit to the jurisdiction of such courts or forum; and (ii) any proceeding brought by you shall be exclusively before the courts in Bengaluru, India.

#### **Severability:**

If any provision of these Terms is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions shall be given full force and effect.

#### **Amendments:**

We may revise these Terms from time to time, without prior notice to you, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Any updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be posted on the Platform and will be effective immediately after such posting and we recommend that you periodically check these Terms on the Platform for such revised terms. Your continued use of the Services and/or the Platform will be deemed to constitute your acceptance of any and all such revised terms.

Entire agreement: These Terms, the Privacy Policy and any other terms or policies as may be prescribed by We from time to time, constitute the entire agreement between you and We, which will govern your use of or access to the Services and/or the Platform, superseding any prior agreements between you and We regarding such use or access.

Survival: You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law shall survive the efflux of time and the termination of these Terms (including but not limited to Clauses 22 to 30 of these Terms).

#### **Indemnity**

You shall indemnify and hold harmless We, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

#### **Applicable Law**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

#### **Jurisdictional Issues/Sale in India Only**

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. We make no representation that materials in the Platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and We is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

#### **Trademark, Copyright and Restriction**

All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Platform is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

#### **Limitation of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Grievance officer**

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

contact us

Email: [grievance.officer@insurance-insight.com](mailto:grievance.officer@insurance-insight.com)

Phone:

Time: Mon- Fri (9:00- 18:00)