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Our participating insurance providers supply some of the information available on the Website/Applications and therefore there may be differencies in the website/applications information, over which PINC INSURANCE has limited control. For details about any insurance policy, do contact our advisors or

refer the brochure provided on the Website/ Applications of the insurance provider.

To the maximum extent permitted by law, PINC INSURANCE has no liability in relation to or arising out of the website/ applications information and recommendations. You are responsible for the final choice of your services and you should take time to read through all information supplied before proceeding. If you are in any doubt regarding a services or its terms, you should seek further advice from PINC INSURANCE or the relevant participating provider before choosing your services.

Note that PINC INSURANCE only assists collecting the premium instrument on behalf of the Insurance Companies you have chosen to buy the policy from; PINC INSURANCE itself does not collect any premium. The acceptance of the amount as premium and final issuance of the policy is subject to the underwriting norms and discretion of the respective Insurance Companies whose policy you have chosen to buy, over which PINC INSURANCE has no control. PINC INSURANCE will ensure that the Insurance Companies refunds the amount in case there is no ultimate issuance of the policy.

PINC INSURANCE may pass on your personal information to the relevant participating provider if you apply to purchase a services through <a href="https://www.pincinsurance.com">www.pincinsurance.com</a> and/or its mobile applications that is PINC INSURANCE, PINC Strides Health Insurance and PINC CRM and various aother mobile applications.; however, PINC INSURANCE does not guarantee when or if you will actually acquire the services that you have chosen. PINC INSURANCE does not accept any liability arising out of circumstances where there is delay in receiving the services you have chosen.

For the purpose of these Terms of Use, "Content" means any text, written work, software, database, format, graphic, image, photo, video clip, podcast, listing or any other information or material which appears on or forms part of a PINC INSURANCE Website and Applications.

## **Company Information and Website / applications Operation**

PINC INSURANCE is a composite insurance brokerage house, registered with Insurance Regulatory Devlopement Authority of India (IRDA) as composite Insurance Broker having License no.118 (valid upto 23/02/2021) providing direct general and life insurance broking services in India and reinsurance services across the world. As a risk advisor, insurance and reinsurance broker in India, we leverage our superior expertise, teamwork and innovation to provide professional services in risk management and risk transfer across geographies. Licensed by the Insurance Regulatory and Development Authority of India (IRDA) since 2003, PINC INSURANCE handles underwriting, claims, reinsurance and risk management for a diverse client base across industry sectors.

PINC INSURANCE site and/or its **mobile applications that is PINC INSURANCE**, **PINC Strides Health Insurance and PINC CRM** includes content relating to PINC INSURANCE and its businesses provided by Pioneer Insurance and Reinsurance Brokers Pvt. Ltd. having registered office at 1219, 12<sup>th</sup> Floor, Maker Chambers V, Nariman Point, Mumbai – 400 021.

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Content contained on PINC INSURANCE Site/Applications is just for information purposes. The information is subject to, and must be read in conjunction with, all other publicly available information published by Insurance Companies offering their product or services.

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# **Responsible Use and Conduct**

By visiting our website/applications and accessing the information, resources, services, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by the terms of this Agreement and/or applicable laws, regulations and generally accepted online practices or guidelines.

### Wherein, you understand that:

- In order to access our Resources, you may be required to provide certain information about yourself (such as name, address, contact details, car registration and purchase details, identity proof such as Aadhaar ID, your location as well as your mobile camera including storage facilities, policy details, card details, claim intimation and status etc.). You agree that any information you provide will always be accurate, correct, and updated.
- By providing your information you explicitly authorize us to access on your behalf your records from the competent authority, such as Aadhaar, RTO, etc. for the purpose of facilitation of your transaction with us.
- You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.
- Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
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- We do not assume any liability for any content posted by you or any other third party users of our website including applications. However, any content posted by you using any open communication tools on our website/application, provided that it doesn't violate or infringe on any third party copyrights or trademarks, becomes the property of PINC INSURANCE, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt,

- translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources.
- You agree to indemnify and hold harmless PINC INSURANCE and their directors, officers, managers, employees, POS and licensors, from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this Terms of Use or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## **User Eligibility**

The Website and Application is operated by PINC INSURANCE and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Website and Application.

## **Forward-Looking Statements**

Certain statements and illustrations contained herein are forward-looking. These statements (including as to plans, objectives, targets, and trends) and illustrations provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to a historical fact or current fact.

Forward-looking statements typically are identified by words or phrases such as "anticipate", "assume", "believe", "continue", "estimate", "expect", "foresee", "intend", "may increase", "may fluctuate" and similar expressions, or by future or conditional verbs such as "will", "should", "would" and "could". These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the PINC INSURANCE's actual results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects to be materially different from any future results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects expressed or implied by such statements or cause PINC INSURANCE to not achieve its published targets. Such factors include, among others:

- the frequency, severity and development of insured claim events, particularly natural catastrophes, man-made disasters, pandemics, acts of terrorism and acts of war;
- mortality, morbidity and longevity experience;
- the cyclicality of the insurance and reinsurance sectors;

- instability affecting the global financial system;
- · deterioration in global economic conditions;
- extraordinary events affecting the PINC INSURANCE's clients and other counterparties, such as bankruptcies, liquidations and other credit-related events;
- legal actions or regulatory investigations or actions, including those in respect of industry requirements or business conduct rules of general applicability;
- changes in accounting standards;
- changing levels of competition, including from new entrants into the market; and
- operational factors, including the efficacy of risk management and other internal procedures in managing the foregoing risks and the ability to manage cyber security risks.

These factors are not exhaustive. PINC INSURANCE operates in a continually changing environment and new risks emerge continually. Readers are cautioned not to place undue reliance on forward-looking statements. PINC INSURANCE undertakes no obligation to publicly revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

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- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource:
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# Refund Policy

In case of refund due to an erroneous transaction or cancellation by using Company's website / applications, the premium paid for the insurance policies will be refunded via cheque or direct credit as per policy of the said Insurance Company, from which you have choosen to buy the policy from.

### **Cancellation Policy**

In case of a cancellation, the premium paid for an insurance policy will be refunded via cheque or direct credit as per the policy of the Insurance Company, that you have choosen to buy the policey from.

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- Does not harm others, in particular minors, or infringe their personal rights.

Users must not provide Contributions which:

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- Amount to advertising material or unsolicited (so-called "spam") material;
- Contain inaccurate warnings of viruses, defects or similar material;
- Solicit or requests participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

You hereby agree to indemnify, defend, and hold PINC INSURANCE harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by PINC INSURANCE in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of PINC INSURANCE Site/Applications. You shall use your best efforts to cooperate with PINC INSURANCE in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

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- 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2. a description of the copyrighted work that you claim has been infringed;
- 3. a description of where the material that you claim is infringing is located on the website;
- 4. your address, telephone number, and email address;
- 5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law:
- 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any country, that will not affect the legality, validity or enforceability in that country of any other provision or in other jurisdictions of that or any other provisions of these Terms of Use.

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PINC INSURANCE's rights under these Terms of Use may be exercised as often as necessary. They are cumulative and not exclusive of rights or remedies provided by law, rules and regulations. They may be waived only in writing and specifically. Delay in the exercise or non-exercise of any such right is not a waiver of that right. An express or implied waiver of any of the provisions or of any breach of or default in performing any of the provisions of these Terms of Use will not constitute a continuing waiver and that waiver will not prevent the waiving party from subsequently enforcing any of the provisions of these Terms of Use not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of these Terms of Use.

## **Notice**

All notices or demands to or upon website shall be effective if in writing and shall be duly made when sent to having addressed at:-

Pioneer Insurance & Reinsurance Brokers Private Limited 1219, 12<sup>th</sup> Floor, Maker Chamber V, Nariman Point, Mumbai- 400021

Contact No.: 022-66188500. / Toll free no.

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to www.pincinsurance.com, or by posting such notice or demand on an area of the website and applications that is publicly accessible without a charge. Notice to a

User(s) shall be deemed to be received by such User(s) if and when website and applications are able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon website's posting such notice on an area of the website and applications that is publicly accessible without charge.

#### **Feedback**

# **Compliance Officer**

In accordance with Information Technology Act 2000 and The Information Technology (Intermediaries Guidelines) Rules, 2011 made there under, the name and contact detail of the Compliance Officer is provided below:

Mr. Sanjay Kabra (Please Provide Name and email id)

Pioneer Insurance & Reinsurance Brokers Private Limited. 1219, 12<sup>th</sup> Floor, Maker Chamber V, Nariman Point, Mumbai- 400021 Contact No.: 022-66188500 / Toll Free no.

#### **Compliance With Laws**

You are responsible for complying with all applicable laws, rules and regulations, all third-party rights and all policies purchased through PINC INSURANCE. You shall not use the website and/or applications in a manner that violates such laws, rules and regulations, third parties' rights or any PINC INSURANCE policies or in a manner that is deceptive, unethical, false or misleading. For avoidance of doubt, you shall not distribute or provide access to applications you develop in contravention of Indian laws.

This Agreement shall be governed by and construed in accordance with Indian Law and you hereby submit to the exclusive jurisdiction of the Mumbai, Maharashtra, India Courts.

#### Non-Waiver

Any forbearance or failure by us to enforce a provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

# Severability

If any provision(s) of the Agreement is/are held by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

#### **Statute Of Limitations**

User and PINC INSURANCE agree that any cause of action arising out of or related to these Services must commence within one (1) month after the cause of action arose; otherwise, such cause of action is permanently barred. If you do not agree with any of our Terms of Uses mentioned above please do not read the material on any of our pages or do not accept our services.

**Date Last Modified** 

These Terms of Use were last modified August 31, 2019.

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