

## **General Terms & Conditions**

Optima Insurance Brokers Pvt. Ltd. (OPTIMA INSURANCE)

Registered Office: B-10, Greater Kailash Enclave – I, New Delhi 110 048

Registered with IRDA as Insurance Broker (Direct) Regn. No. DB/326

TERMS AND CONDITIONS GOVERNING THE USE OF OPTIMA INSURANCE BROKER'S WEBSITE BY VISITORS, CUSTOMERS AND REGISTERED USERS (AS DEFINED HEREIN).

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### **GENERAL**

#### **Definitions**

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise: Affiliate of Optima Insurance shall mean and include:

- a. any company which is the holding or subsidiary company of Optima Insurance; or
- b. a person under the control of or under common control with Optima Insurance; or
- c. any person, in which Optima Insurance has a direct or beneficial interest or control in 26% or more of the voting securities of such person.

For the purpose of this definition of Affiliate, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

Bank Account refers to the Customer's account with bank acceptable to the Company ("Approved Bank"), which may either be a current account, savings account, fixed deposit, term deposit or any other account facilities that OPTIMA Bank/ Approved Bank may offer from time to time.

Call Center means the call center set up by Optima Insurance to assist Customers of Optima Insurance with respect to various transactions and to furnish information etc.

Customer means a Policyholder accessing the Web Site for obtaining information general insurance products including access to all facilities that are or may be provided / offered to the Visitors, Customers and Registered Users from time to time on the Web Site.

Customer Password means the password or other means of authentication as Optima Insurance may specify from time to time provided to/required to be provided to the Customer, and using which the Customer may authorise transactions which shall include but shall not be limited to downloadable request for proposal and claim forms for various general insurance products that are offered by Optima Insurance, etc. Optima Insurance may decide to permit other transactions or to discontinue existing transactions from time to time, further details of which shall be provided on the Web Site.

Optima Insurance / We means Optima Insurance Broking Pvt. Ltd., a company incorporated under the Companies Act, 1956 and licensed under and in terms of the Insurance Act, 1938 and the Insurance Regulatory and Development Authority Act, 1999 to carry out the business of Insurance Broking and having its registered office at B-510, Galleria, Hiranandani Business Park Mumbai 400 076. The term shall include the successors and/or assigns of Optima Insurance.

Policy means the various general insurance policies of various Insurance companies that Optima Insurance may introduce from time to time.

Policy Holder means a person who purchases a Policy from Optima Insurance.

Terms or Terms and Conditions means the terms and conditions for use of the Web Site, as specified herein, by Visitors and Customers.

Transaction Password means the password, or other means of authentication as Optima Insurance may specify from time to time, that is provided by Optima Insurance to the Customer upon provision of which, the Customer would be able to authorise transactions specified by Optima Insurance from time to time, further details of which shall be provided on the Web Site.

Visitor means any person having access to the Web Site for general information about Optima Insurance and its products and other facilities offered from time to time on the Web Site.

Web Site means the portal located at the URL [www.click2insure.in](http://www.click2insure.in)

You/Your means the Visitor or Customer, as may be applicable.

In this document, all references to the Visitor or Customer in masculine gender shall be deemed to include the feminine gender and singular includes plural and vice versa and the word "includes" should to be construed as "without limitation".

### **Applicability of Terms**

These Terms and Conditions, in so far as they refer to the Visitor and Customer, form the contract and agreement between such Visitor/Customer and Optima Insurance unconditionally.

### **Right to Alter the Services**

Optima Insurance reserves the right to add, amend, revise suspend or cancel in whole or in part any of the services which are, or may become, part of the Web Site, without any prior notice to the Visitors or Customers. Any addition, suspension, revision, amendment, cancellation or suspension shall be effective and binding on the Visitors and Customers. Optima Insurance may introduce new services in relation to the Web Site from time to time. The existence and availability of the new services will be notified on the Web Site as and when they become available and any revisions in the Terms and Conditions will take place in accordance with these Terms and Conditions.

## **TERMS OF USAGE OF THE SITE WITH REFERENCE TO THE VISITORS**

### **Acceptance of the Terms**

By accessing the Web Site, the Visitor acknowledges and accepts these Terms and Conditions.

## **Consulting Services**

The availability of the information and guidance as part the Web Site does not constitute a recommendation by Optima Insurance, to buy any policies etc. discussed there in by Optima Insurance or any of their personnel. Any decisions will be based solely on the Visitor's own evaluation of the policies / products, and his/her need for the same. While adequate care would be taken to ensure completeness, accuracy etc of the information/services provided, neither Optima Insurance nor any of their personnel shall in any circumstance be liable for any loss or damage caused by a Visitor's reliance on information obtained through the Web Site. It is the sole responsibility of the Visitor to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the Web Site and the Visitor should consult his/its own legal counsel, business Advisor and tax Advisor as to the legal, business, tax and related matters concerning any policies with respect to which guidance is sought or given.

## **TERMS OF USAGE OF THE SITE WITH REFERENCE TO THE CUSTOMERS**

### **Customer Password and Transaction Password**

In the event that Optima Insurance has, or may from time to time, introduce or offer certain services on the Web Site which require authentication procedures, the Customer would be able to access such services by using the Customer ID and the Customer Password. By using the Customer ID and the Customer Password the Customer can authorise the transactions. The Customer may be provided a Transaction Password, which would enable the Customer to carry out such transactions as may be specified from time to time. The Customer would not be able to carry out the transactions without the use of the Transaction Password. The terms governing the Customer ID, Customer Password and Transaction Password are as follows

Subject to the Terms, Optima Insurance shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are part of the Web Site using technology reasonably available to Optima Insurance.

The Customer confirms and agrees that he will be the sole and exclusive owner and is the only authorised user of the Customer ID and the Customer and/or Transaction Passwords and accepts sole responsibility for use, confidentiality and protection of the Customer ID and the Customer and/or Transaction Passwords as well as for all transactions authorised by such password/s and shall ensure that the password/s is/are not revealed to any third party or recorded in any written or electronic form.

If the Customer forgets /loses the Customer ID or the Customer /Transaction Password, or is otherwise desirous of a change in the said Passwords can request for change of the password by sending a written request to Optima Insurance at the address or notify the indicated telephone number of the Call Centre. On the receipt of such a request Optima Insurance shall discontinue the use of the old Customer and/or Transaction Password(s) and shall generate a new password for the Customer, which shall be communicated to the Customer or require the Customer to procure a fresh means of authentication, details of which will be communicated by the Customer to us. However, the Customer shall be responsible and liable for all transactions that are carried out by the use of the Customer ID or the Customer/ Transaction Password, as the case may be, till the time of discontinuation of the old ID or password.

Any transaction authorised by using the Customer ID and Customer / Transaction Password is deemed to be that of the Customer and Optima Insurance is not responsible for any mistake / error made by the Customer as to the nature of the transaction. If third parties gain access to the services offered through the use of the Customer ID and Customer /Transaction Password, the Customer shall be deemed to be responsible and the Customer hereby indemnifies and holds

harmless Optima Insurance against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use. The Customer shall be responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at the Customer's end for accessing and using the Web Site or related services, and for all communications service fees and charges incurred by the Customer in accessing the Web Site or related services. It is the Customer's responsibility to ensure that no unauthorised person has access to its computer unattended whilst accessing the Web Site.

Optima Insurance would be entitled, at its sole discretion, to seek offline written or other confirmation from the Customer of any transaction as it may deem fit.

The Customer shall immediately notify Optima Insurance in writing, delivered via e-mail and/or Registered AD, or notify through the indicated telephone number of the Call Centre on the Customer becoming aware of any loss, theft or unauthorised use of the Customer ID and/or Customer /Transaction Password; or any receipt by the Customer of confirmation of any transaction which the Customer did not authorise; or any inaccurate information in the Customer's account balances, securities positions, or transaction history. If the Customer fails to notify Optima Insurance immediately upon the Customer's knowledge when any of the above conditions occur, neither Optima Insurance nor any of their officers, directors, employees, Advisors, Affiliates or subsidiaries can or will have any responsibility or liability to the Customer or to any other person whose claim may arise through the Customer with respect to any of the circumstances described above. Under no circumstances shall Optima Insurance or anyone involved in creating, producing, delivering or managing the services which are part of the Web Site be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the services, or out of any breach of any warranty.

In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, Optima Insurance would have the right to require the Customers to authorise use, operate or otherwise authorise, the transactions by means of digital signatures or other means of authentication as Optima Insurance may require and/or discontinue the usage of the Customer Password and the Transaction Password.

Subject to the Terms and Conditions, Optima Insurance shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are being provided through the Web Site using technology reasonably available to Optima Insurance.

### **Authority to Optima Insurance**

The Customer irrevocably and unconditionally authorizes Optima Insurance to carry out his instructions, effecting such transactions as may be permitted by Optima Insurance from time to time, in accordance with these Terms and such other terms as may be specified by Optima Insurance. Certain transactions would be effected only after the Customer authorises it by using the Customer/Transaction Password and Optima Insurance shall have no obligation to verify the authenticity of any such duly authorised transaction.

### **Evidence Of Transactions**

In respect of any transactions which may be permitted by Optima Insurance from time to time, Optima Insurance's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. More particularly, the record of Optima Insurance generated by the transaction(s), including the recording of the time of

the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions.

**Best Product:**

Best Product mentioned when comparing various products available – would be based on the Service Providers judgment and experience of the best product as far as features and claims process are concerned. This should not be construed to canvassing for any particular product – which is not allowed as per IRDA Laws.

**Policy Expiry:**

Customers are advised to issue insurance orders online with 5 days of lead time to the expiry of the policy. The Service providers will not be responsible for any expiry/lapsing of the policy.

Though, entry of information in various search and entry forms in the website would help in detecting any obvious errors made by the customer, the entry of data on the customer and subsequent preparation of policies on the basis of this info is the complete responsibility of the customer.

**Claims Assistance:**

The provision of claims assistance by the Service providers is a free service provided by the Service provider to assist the customer. It does not in any manner whatsoever assure the approval and payment of the claim by the Insurance Company. The service provider would not be responsible whatsoever for delay/non payment of claims by Insurance companies.

**Force Majeure:**

Service Providers shall not be liable for any failure to perform any of its obligations if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision).

*“Force Majeure Event” means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.*

**Legal Disclaimer**

The Web Site is maintained by Optima Insurance and your use of the Web Site is subject to the Terms and Conditions and all applicable Indian laws. This Website is offered to you on the condition that you accept the Terms and Conditions contained herein, without modification or reservation of any of the terms, conditions and notices contained herein and by accessing and browsing this Website, you accept, without limitation or qualification, the Terms and Conditions and acknowledge that any other agreement between you and Optima Insurance are superseded and of no force or effect. This Web Site may contain links to other websites, web-pages and services also operated by Optima Insurance and / or its Affiliates (the "OPTIMA Sites"), and your use of each OPTIMA Site is also subject to the Terms and Conditions and other terms and

guidelines, if any, contained within each such OPTIMA Site. In the event that any of the terms, conditions, and notices contained herein conflict with the Terms and Conditions or other terms and guidelines contained within any particular OPTIMA Site, then the Terms and Conditions and other terms and guidelines for such OPTIMA Site shall prevail. You hereby agree and confirm that you shall click on the links to, and familiarize yourself with the terms and conditions and other terms and guidelines found throughout this Web site and the OPTIMA Sites and abide by them if you choose to use the sites, pages or services to which they apply. You should assume that everything you see or read on the Website (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, (collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on the Website without the prior written permission of Optima Insurance. Optima Insurance neither warrants nor represents that your use of materials displayed on the Website will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with Optima Insurance. The disclaimer as set forth herein is in addition to the legal disclaimer as specified in the website [www.Click2insure.in](http://www.Click2insure.in).

### **Terms and Conditions of Use**

The Website is deemed to be in use when it is loaded in temporary or permanent memory of your computer.

### **Restrictions on Use**

You agree to use the Web Site strictly for your personal use. You agree not to use this Web Site for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Web Site in any manner that could compete with the business of Optima Insurance or otherwise compromise or imperil the interests of Optima Insurance. You acknowledge that the Web Site has been developed, compiled, prepared, revised, selected and arranged by Optima Insurance and others (including certain other information sources) through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of Optima Insurance and such others. You agree to protect the proprietary rights of Optima Insurance and all others having rights in the Web Site or its content during and after the term of this agreement and to comply with all reasonable written requests made by Optima Insurance or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Web Site. You agree to notify Optima Insurance in writing promptly upon becoming aware of any unauthorized access or use of the Web Site by any party or of any claim that the Web Site infringes upon any copyright, trademark or other contractual, statutory or common law rights. You may download and retrieve data from the Web Site on your computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk (but not on any server or other storage device connected to a network) for your exclusive personal use only. You further acknowledge that all the intellectual property in the Web Site continues to vest with us.

You shall not:

Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the services or content in violation of the Terms and Conditions or the laws of any country.

Create a database in electronic or structured manual form by systematically downloading and storing all or any part of the Web Site save and except such information as relates to your Policy, if you are a Customer.

Rent, lease, sell, sublicense, or lend your access to the Web Site.

Cache or permit caching by any person.

Do any act that violates our intellectual property in the Website.

Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain the password or any private information of any use.

Use the Web Site to violate the security of any computer network, crack pass words or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.

Run mail list or any form of auto-responder, or spam on the Web Site or any processes that are run or are activated while you are not logged on.

Although Optima Insurance may, from time to time, monitor or review any facilities, if established or otherwise offered at the Web Site for discussions, chats, postings, transmissions, bulletin boards, and the like on the Website, Optima Insurance is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Web Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Optima Insurance will fully cooperate with any law enforcement authorities or court order requesting or directing Optima Insurance to disclose the identity of anyone posting any such information or materials.

### **Access restriction**

We reserve the right to deny to you, at our sole discretion, access to the Web Site, including any portion thereof, without any prior notice.

### **Intellectual Property**

We grant you the right to access this Web Site in accordance with these terms and conditions, and for no other purpose. Please note that the services and content on the Web Site, including but not limited to text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, Optima Insurance and/or by Optima Insurance's suppliers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries. The trademarks, logos, slogans and service marks (collectively the "Trademarks") displayed on the Web Site, are registered and unregistered Trademarks of Optima Insurance and others. Nothing contained on the Web Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Web Site without the written permission of Optima Insurance or such third party that may own the Trademarks displayed on the Web Site. Your misuse of the Trademarks displayed on the Web Site, or any other content on the Web Site, except as provided

in these Terms and Conditions, is strictly prohibited. You are also advised that Optima Insurance will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. We shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to us, to protect our interests therein.

#### Links to third party web sites

This Web Site may contain links to websites operated by parties other than us. These links in this Website will let you leave www.Click2insure.in. Such links are provided for your convenience only and Optima Insurance does not control such websites, and is not responsible for their content. Your use of such websites is also subject to the terms of use and other terms and guidelines, if any, contained within each such website. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within any such website, then the terms of use and other terms and guidelines for such website shall prevail. You agree to click on the links to, and familiarize with, the terms of use and other terms found in the sites to which this Web Site has links to, and abide by them.

The linked websites are not under our control and we are not responsible for the contents of any such linked website or any link contained in a linked website, advertisements appearing in or products offered by or any changes or updates to such websites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked website.

#### **Software Available on the Web Site**

Software or information (if any) that is made available to download from this Web Site ("Software") is the copyrighted work of Optima Insurance and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included in the Software. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

#### **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless Optima Insurance, its directors and employees, representatives, suppliers and Advisors, against any claim, suit, action or other proceeding brought against Optima Insurance, its directors and employees, representatives, suppliers and as by a third party, to the extent that such claim, suit, action or other proceeding brought against Optima Insurance, its directors and employees, representatives, suppliers and Advisors is based on or arises in connection with the use of this Web Site, or any links therein, including, but not limited to :

Your use or someone else's use of your access to the Web Site.

Your use/operation or someone using/operating or conducting any transactions, where applicable

A violation of the terms and conditions contained herein by you or anyone using your or any other computer

A claim that any use of the Web Site by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party

Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Web Site by you or someone using your computer

Any misrepresentation or breach of representation or warranty contained herein made by you or

Any breach of any covenant or agreement to be performed by you hereunder.

You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising 911 from any such claim, suit, action or proceeding attributable to any such claim.

### **Disclaimer of warranties**

You expressly agree that use of the Web Site is at your sole risk. The Web Site is provided on an "as is" and "as available" basis.

Except as warranted in these Terms and Conditions, we expressly disclaim all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy & completeness, and any warranties relating to non-infringement.

We shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information, research, reports, analysis, quotes etc in this Web Site or any part thereof.

We shall not incur any liability direct or indirect, to you or any third party, as a consequence of non-functioning of any equipment belonging to you, any third party or us. We shall not be responsible for any downtime of such equipment.

We do not warrant that access to the Web Site will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the Web Site or as to the accuracy or reliability of the content contained therein.

We make no warranty regarding the transactions entered into through the Web Site. No advice or information, whether oral or written, obtained by you from or through the Web Site or any person shall create any warranty not expressly stated herein.

We shall not be liable for any action taken by you based on or relying on the information provided in or by the Web Site.

We will not be liable for any virus that may enter your system as a result of you using the Web Site. We make no guarantees to you or third parties that the content contained on the Web Site would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of your use of the Web Site.

If you are dissatisfied with any portion of this Web Site or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Web Site.

Use of "cookie" file features

Optima Insurance reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Web Site to reflect users' preferences.

### **Limitation of liability**

Under no circumstances, including but not limited to negligence, shall Optima Insurance, its employees and directors, its suppliers and its third party Advisors be liable to you for any direct, indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Web Site, with the delay or inability to use this Web Site or any links or items on the Web Site, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this Web Site, or otherwise arising out of the use of this Web Site, whether based on contract, tort, strict liability or other wise, or for cost of procurement of substitute goods and repair & correction services or resulting from the use of this Web Site or obtained or messages received or transactions entered into through or from the Web Site or resulting from unauthorized access to or alteration of your transmissions or data, even if we have been advised of the possibility of such damages.

You agree that we shall not be liable for any damages arising from interruption, suspension or termination of the Web Site, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. However, in no event shall our liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you, if any, for accessing the Web Site.

### **Modification of these Terms and Conditions**

Optima Insurance has the absolute discretion to amend or supplement any of these Terms at any time and will endeavour to give prior notice of five days for such changes wherever feasible. The modifications to the Terms shall be displayed on the Web Site. In the case where the Customer no longer wishes to use the Web Site on such new terms and conditions he/she is entitled to terminate his/her relationship in accordance with the termination clause in these Terms. On and from the date on which the amendment or supplement is notified by display on the Web Site, the Customer shall, by virtue of these Terms and without any further act, deed or writing on the part of any party, be deemed to have accepted the changed terms and conditions by his further use/access or visit to the Web Site.

### **Severability**

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect.

### **Notices**

Notices under these Terms may be given by Optima Insurance and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of Optima Insurance to the address mentioned on the Web Site.

In addition, Optima Insurance may also publish notices of general nature, which are applicable to all Visitors or Customers in a newspaper or on its Web Site. Such notices will have the same effect as a notice served individually to each Visitor or Customer.

In the case of hand delivery, cable, telex, facsimile notices or electronic communication notices or instructions will be deemed served 7 days after posting or upon receipt as the case may be. Documents, which may be sent by electronic communication between the parties, may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Web Site. Optima Insurance shall be deemed to have fulfilled any legal obligation to deliver to the Customer if any such document is sent via electronic delivery. Any instructions received from the Customer/Visitor by means of electronic delivery or by facsimile would be deemed to have been sent on paper.

### **Foreign Jurisdiction**

Optima Insurance accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Web Site can be accessed by a Visitor or a Customer in a country other than India would not mean that the laws of the said country would govern these Terms and/or the Web Site operations of the Customer and/or the use of the Web Site by the Visitor or the Customer.

The services available on the Web Site are being offered only to residents of India. Provided however, that such services are not available to foreign residents including non-resident Indians ("NRI's") in foreign jurisdictions where the services cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents including NRIs in foreign jurisdictions to verify whether the services available on the Web Site can be accessed and utilised in their respective jurisdictions. The services which are part of the Web Site do not constitute an offer to sell or a solicitation of an offer to buy any policies/products to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

### **Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between us as a result of these Terms and Conditions or use of this Web Site.

Optima Insurance's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Optima Insurance's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Web Site or information provided to gathered by Optima Insurance with respect of such use.

You acknowledge that any rights not expressly granted herein are reserved.

These Terms and Conditions constitutes the entire agreement between us with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us with respect to this Web Site.

The clause headings in these Terms and Conditions are for only for convenience and do not affect the meaning of the relative term.

Optima Insurance may sub-contract and employ Advisors to carry out any of its obligations under these Terms and Conditions. Optima Insurance may transfer or assign its rights and obligations under this contract to any Affiliate.

Optima Insurance shall try and ensure that all information that is provided on the Web Site with respect to policies / products are accurate in all respects and are kept up to date. However, Optima Insurance does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same and the Visitor/Customer is required to check the accuracy of the same with the office of Optima Insurance.

All transactions, which cannot be carried out instantaneously, would be carried out during working hours either on the same day or on the next working day or such further period as may be determined and/or specified by Optima Insurance depending upon the time of logging of the transaction

All transactions that are carried out by and on behalf of the Customer shall be subject to Government notifications, the rules, regulations and guidelines issued by the Insurance Regulatory and Development Authority, the Securities and Exchange Board of India, the Reserve Bank of India, and those of other regulatory bodies defining rules/regulations governing the offer of any service on the Web Site.

If any provision or condition of these Terms shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

Optima Insurance may from time to time send by e-mail or otherwise, information relating to products and services offered by its Affiliates, general information related to financial and other services, life and general insurance products.