

STANDARD TERMS AND CONDITIONS

1. Introduction and Purpose

- 1.1. **Fintech Blue Solutions Private Limited**, having its registered office at the ORB - Sahar 4-B, 1st Floor, A Wing, Marol Village, Andheri East, Mumbai, Maharashtra, Mumbai-400099 (hereinafter referred to as "**Fintech**", "**we**", "**us**", or "**our**") provides certain product or service packages, relating to extended warranty to the Customer” (*as defined hereinafter*) from time to time, and which product/services may have add on components or features (“**Plan**”). Such categories of Plan(s) is/are available for purchase on the following website or mobile version thereof: [_____] (“**Platform**”)
- 1.2. These terms and conditions shall govern the usage of the Plan. You (*as defined hereinafter*) agree that You have read, understood and agreed to be bound by these terms and conditions in relation to the Plan (“**Terms of Services**” or “**Terms**”).
- 1.3. Therefore, please read these Terms before accessing or using Plan(s) or availing the services in relation to the Plan(s), carefully as they contain important information regarding your legal rights, remedies and obligations. If You do not agree to these Terms, then You have no right to access or use the Plan, or avail the related services.
- 1.4. If You are using the Platform or its services then these Terms are binding between You and Fintech. If You accept or agree to these Terms on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind that company or other legal entity to these Terms and, in such event, "You" and "Your" will refer and apply to that company or other legal entity.
- 1.5. Fintech reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice, without prejudice to the Plan terms which has been already subscribed by the Customer.
- 1.6. The following general terms and conditions establish the guidelines and the framework of obligations of the parties. Any specific terms and conditions pertaining to a particular Plan chosen by the Customer, which may add to or differ from these general terms, must be set out in written Plan Terms (as defined hereinafter), which will be deemed attached to these Terms, and will be provided on the Platform.

2. Definition

In addition to other words and expressions that may be defined elsewhere in these Terms, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

- 2.1. “**Applicable Terms**” shall collectively mean these Terms and Plan Terms;
- 2.2. "**Collective Content**" means Customer Content and Fintech Content;
- 2.3. "**Content**" means text, graphics, images, software (excluding the application), audio, video, information or other materials as maybe posted on the Platform;

- 2.4. "**Customer**" or "**You**", "**Yours**" means such persons who subscriber the particular Plan provided by Fintech in relation to the Policy, and who are part of particular group or blogs of the Platform as established by Fintech on the Platform from time to time;
- 2.5. "**Customer Content**" means all Content/information that a Customer provides on the Platform;
- 2.6. "**Policy**" in relation to a particular Plan, means the group insurance policy issued by the Insurer to Fintech, for the benefit of the beneficiaries, all being the customers of Fintech, and who subscribed to the relevant particular Plan.
- 2.7. "**Plan Fee**" shall mean the fee charged by the Insurer from time to time for the Plan Terms availed by the Customer and set out in the respective Plan Terms;
- 2.8. "**Plan Terms**" shall mean the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s) as subscribed by the Customer on the Platform from time to time;
- 2.9. "**Service Partner**" means third party service provider engaged by Fintech to provide services in relation to the Plan Terms;
- 2.10. "**Insurer**" shall mean such insurance providers who are engaged in the business of selling group insurance policies and Fintech may partner with such Insurers from time to time to sell their Plan Terms on its Platform;
- 2.11. "**IRDAI**" means Insurance Regulatory and Development Authority of India;
- 2.12. "**Payment Method**" means a payment method that You have added to purchase the Plan Terms on the Platform, such as a credit card, debit card or net banking or such other method available to make payment on the Platform;
- 2.13. "**Tax**" or "**Taxes**" mean any direct and indirect taxes, including any Goods and Services Tax (GST) levied by the Parliament or any State Legislature, that Fintech may be required by law to collect and remit to any tax authority, and any taxes that Fintech may be required by law to withhold and remit to any tax authority.
- 2.14. "**Fintech Content**" means all Content that Fintech makes available through the Website, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Customer Content.

3. **Terms of Service**

- 3.1. Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall be deemed to have accepted the Terms unconditionally.
- 3.2. By browsing the Platform or its services, You agree to comply with and be legally bound the usage of the Platform, whether or not You become a registered user of Platform. The

Applicable Terms govern your access to and use of the Platform and services and constitute a binding legal agreement between You and Fintech. Notwithstanding the foregoing, upon the Customer's subscription to a specific Plan, both the Terms and the Plan Terms shall become immediately binding upon the Customer. Should the Customer cancel the specific Plan prior to making payment in relation to that Plan, the aforementioned Terms and Plan Terms shall cease to apply.

- 3.3. Please note that Fintech assumes no responsibility for a Customer's compliance with the Plan Terms and/or any agreements with or duties to Service Partners, applicable laws, rules and regulations in relation to a Plan Terms.
- 3.4. Fintech reserves the right, at any time and without prior notice, to remove or disable access of Plan Terms to any Customer for any reason, that Fintech, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms and Applicable Law of India.
- 3.5. When a Customer avails our services and subscribe to a particular Plan, the Customer will also be required to upload certain information, such as, uploading a personal Know Your Customer documents/data, pictures, if any, or verifying phone number and providing details such as date of birth, address and such other information as may be required from time to time as per the applicable laws, including as per the requirement of IRDAI, the Insurer, and the Policy. Any Customer wishing to avail any of the Plan Terms must meet these requirements. You agree that Fintech's Privacy Policy (as may be updated from time to time) governs Fintech collection and use of your personal information.
- 3.6. Our Platform and Services have different products, services, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, services, features or offerings. If additional terms are available for the relevant product or services, Your use of those additional terms become part of these Terms.
- 3.7. In addition, certain areas of the Platform (and your access to or use of certain aspects of the Services) may have different Plan Terms, other terms and conditions, standards, guidelines, or policies posted or may require You to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Platform or Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Platform or Services.
- 3.8. If You do not agree to these Terms and Plan Terms, You have no right to obtain information from or otherwise continue using the Platform or Services. Failure to use the Platform or Services in accordance with these Terms and Plan Terms may subject You to legal liabilities.

4. **Platform**

- 4.1. The Platform can be used to facilitate the Customers to avail the Plan Terms of the Insurers under the relevant Policy. Such Plan Terms are made available on the Platform by Fintech. You may view Plan Terms as an unregistered visitor to the Platform; however, if You wish to purchase the Plan Terms, You must buy such Plan Terms from Fintech Platform in the manner provided under the Plan Terms.

4.2. Fintech makes available the Plan Terms through its Platform. Unless explicitly specified otherwise in the Fintech Platform, Fintech's responsibilities are limited to facilitating the availability of the Plan Terms through the Platform.

4.3. By using the Platform, You agree that any legal remedy or liability that You seek to obtain for actions or omissions with respect to any Plan Terms in relation to the Policy will be limited to a claim against that particular Insurer who has provided the Policy . You agree not to attempt to impose liability on or seek any legal remedy from Fintech with respect to such actions or omissions.

5. **Account Registration**

5.1. In order to access certain features of the Platform, You must register yourself to create an account ("**Fintech Account**") in order to buy Plan Terms. You may register to avail the Services directly via the Platform.

5.2. You can also register to join by logging into your account with certain third-party social networking sites ("**SNS**") (including, but not limited to, Google account, Facebook, Instagram, LinkedIn; each such account, a "**Third-Party Account**"), via Our Platform, as described below. As part of the functionality of the Platform, You may link your Fintech Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Fintech through the Platform; or (ii) allowing Fintech to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that You are entitled to disclose your Third-Party Account login information to Fintech and/or grant Fintech access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by You of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Fintech to pay any fees or making Fintech subject to any usage limitations imposed by such Third-Party Account service providers. By granting Fintech access to any Third-Party Accounts, You understand that Fintech will access, make available and store (if applicable) any Content that You have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Platform via your Fintech Account and Fintech Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Customer Content for all purposes of these Terms. Depending on the Third-Party Accounts You choose and subject to the privacy settings that You have set in such Third-Party Accounts, personally identifiable information that You post to your Third-Party Accounts will be available on and through your Fintech Account on the Platform. Please note that if a Third-Party Account or associated service becomes unavailable or Fintech's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Platform. You have the ability to disable the connection between your Fintech Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Platform. Please note that your relationship with the Third-Party Accounts service providers associated with your Third-Party Accounts is governed solely by your agreement(s) with such Third-Party Accounts service providers. Fintech makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Fintech is not responsible for any SNS Content.

5.3. Your Fintech Account will be created for your use of the Platform based upon the personal information You provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Fintech Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Fintech reserves the right to suspend or terminate your Fintech Account and your access to the Website, Application and Services if You create more than one (1) Fintech Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.

5.4. You are responsible for safeguarding your password. You agree that You will not disclose your password to any third party and that You will take sole responsibility for any activities or actions under your Fintech Account, whether or not You have authorized such activities or actions. You will immediately notify Fintech of any unauthorized use of your Fintech Account.

6. **Payment Terms**

6.1. Fintech will charge Plan Fee from the Customers for availing the Plan/s from time to time as maybe provided under the Plan Terms. The Plan Fee shall be payable by the Customer in line with the payment instructions of the relevant Plan Terms purchased by the Customer.

6.2. The Customer expressly grants Fintech permission to engage agents for the purpose of collecting amounts due to Fintech. The appointment of such agents, deemed essential at sole discretion of Fintech, will be solely at the Customer's risk and expense.

6.3. The Plan Fee shall be as more particularly set out in the Plan Terms and the Customer agrees to pay such Plan Fee/ premium on time without any fail.

6.4. Activation and continuation of the Plan Terms is subject to realization/receipt of the Plan Fee by Fintech. In case the Customer fails to pay the Plan Fee within the timeline, then in such case, Fintech shall have the right to terminate the Plan Terms as purchased by the Customer and the terms and conditions of such Plan Terms shall apply upon termination of the Service.

6.5. Fintech will collect the Plan Fees from Customer at the time the Customer purchases a Plan Terms.

6.6. Customer agree that no refund from the Plan Fees will be permitted for which Services are already imparted.

6.7. You agree that Fintech through its Platform would raise system generated invoice to the Customer in relation to the Plan for which the Customer has availed. Fintech will raise invoice for the Plan Fee and Plan Fee which shall be exclusive of all applicable Taxes.

6.8. You understand and acknowledge that appropriate Taxes will be charged on amounts collected from Customer, and remitted to the respective Tax Authority.

7. **User Conduct and Consent**

- 7.1. The Customer grants permission for Fintech to utilize their Personal Information to facilitate the services encompassed within the Plan(s) offered by Fintech. Fintech prioritizes the Customer's privacy and the secrecy of their Personal Information, whether obtained directly or indirectly. Reasonable measures will be taken to ensure its protection and maintain its confidentiality.
- 7.2. The Customer gives explicit consent for Fintech to share the Personal Information with any third party, including but not limited to insurers or Service Partners of Fintech. These entities might provide supplemental insurance or other benefits/services related to the Plan(s) for service delivery or if legally mandated.
- 7.3. The Customer categorically and unequivocally permits Fintech and its service partners to record telephonic conversations between the Customer and Fintech on the specified helpline numbers. These recordings, available in the relevant Plan Terms, will serve to:
 - (i) Document the Customer's instructions and potentially relay them to Service Partners,
 - (ii) Enable quality control measures,
 - (iii) Facilitate training, and
 - (iv) Comply with legal and regulatory directives.
- 7.4. The Customer acknowledges Fintech's exclusive authority to modify the features/benefits within the Plan(s), the Plans themselves, or adjust the Plan Fee or any portion of it, as deemed appropriate.
- 7.5. You understand and agree that You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Platform, its services and Plan Terms. In connection with your use of the Platform or its services, You may not and You agree that You will not:
 - (i) violate any local, state, national, or other law or regulation, or any order of a court, including, without limitation, Tax regulations;
 - (ii) use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Platform;
 - (iii) access to or use our Platform or its services, or any Fintech Content which in any is inconsistent with Fintech's Privacy Policy or Terms of Service; or in any way that otherwise violates the privacy rights or any other rights of Fintech users or any other third party;
 - (iv) use the Platform or its services, for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Fintech endorsement, partnership or otherwise misleads others as to your affiliation with Fintech;
 - (v) dilute, tarnish or otherwise harm the Fintech brand in any way, including through unauthorized use of Content, registering and/or using Fintech or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source

identifiers that closely imitate or are confusingly similar to Fintech domains, trademarks, taglines, promotional campaigns or Collective Content;

- (vi) copy, store or otherwise access or use any information contained on the Platform or Services for purposes not expressly permitted by these Terms;
- (vii) infringe the rights of Fintech or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right;
- (viii) interfere with or damage Our Platform or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (ix) use Our Platform or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (x) use Our Platform or its services, in connection with the distribution of unsolicited commercial email ("**spam**") or advertisements unrelated to lodging in a private residence;
- (xi) "stalk" or harass any other user of Our Platform or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Fintech Customer;
- (xii) register for more than one Fintech Account or register for Fintech Account on behalf of an individual other than yourself, except in case where the parent is registering the account for its child or guardian for its ward;
- (xiii) recruit or otherwise solicit any Customer to join third-party services or websites that are competitive to Fintech, without Fintech's prior written approval;
- (xiv) recruit or otherwise solicit any Customer to join third-party services, applications or websites, without Our prior written approval;
- (xv) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (xvi) use automated scripts to collect information from or otherwise interact with the Platform or Services;
- (xvii) violate these Terms and Plan Terms and or standards;
- (xviii) engage in disruptive, circumventive, abusive or harassing behaviour in any area or aspect of the Platform or Services;
- (xix) post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade

secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- (xx) systematically retrieve data or other content from Our Platform or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- (xxi) use, display, mirror or frame the Platform or Services or any individual element within the Platform or Services, Fintech name, any Fintech trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Platform or Services, without Fintech express written consent;
- (xxii) access, tamper with, or use non-public areas of the Platform or Services, Fintech computer systems, or the technical delivery systems of Fintech providers;
- (xxiii) attempt to probe, scan, or test the vulnerability of any Fintech system or network or breach any security or authentication measures;
- (xxiv) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Fintech or any of Fintech providers or any other third party (including another user) to protect the Platform or its services;
- (xxv) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform;
- (xxvi) advocate, encourage, or assist any third party in doing any of the foregoing; or
- (xxvii) accept or make a payment for Plan Terms or Plan Fee outside Fintech. If You do so, You acknowledge and agree that you: (i) would be in breach of the Applicable Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Fintech harmless from any liability for such payment.

7.6. Fintech has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, Fintech may take a range of actions against you, including but not limited to deactivating or cancelling Fintech Account, for a violation of this section or these Terms.

7.7. Fintech may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Fintech or to comply with legal process (for example, summons or warrants), (ii) enforce or administer Our agreements with users, such as these Terms, (iii)

for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Fintech, its users, or Customers of the public.

- 7.8. You acknowledge that Fintech has no obligation to monitor your access to or use of the Platform or its services or to review or edit any Customer Content, but has the right to do so for the purpose of operating and improving the Platform and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms.

8. Intellectual Property Ownership and Rights Notices

- 8.1. The Platform and Services are protected by copyright, trademark, and other laws of India. You acknowledge and agree that the Platform including all associated intellectual property rights, are the exclusive property of Fintech and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform or its services. All trademarks, service marks, logos, trade names, and any other proprietary designations of Fintech used on or in connection with the Platform or its services are trademarks or registered trademarks of Fintech in India and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Platform are used for identification purposes only and may be the property of their respective owners. As a Customer, You understand and agree that You are bound by the additional Terms, Guidelines and Policies that apply to your use of the Platform or its services, including Fintech trademark & branding guidelines, if any, (as may be updated from time to time).
- 8.2. Fintech respects copyright law and expects its users to do the same. Fintech shall have the right to terminate in appropriate circumstances the Fintech Accounts of Customers or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

9. Fintech Content and Customer Content License

- 9.1. Subject to your compliance with these Terms, Fintech grants You a limited, non-exclusive, non-transferable license, to (i) access and view any Fintech Content solely for your personal and non-commercial purposes and (ii) access and view any Customer Content to which You are permitted access, solely for your personal and non-commercial purposes. You have no right to sub-license the license rights granted in this section.
- 9.2. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Website, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to You by implication or otherwise under any intellectual property rights owned or controlled by Fintech or its licensors, except for the licenses and rights expressly granted in these Terms.

10. Customer Content

- 10.1. We may, in Our sole discretion, permit You to post, upload, publish, submit or transmit Customer Content for the purpose of purchasing the Plan Terms or its services. By making available any Customer Content on or through the Platform or its services, or through Fintech promotional campaigns, You hereby grant to Fintech a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Customer Content on, through, by means of or to promote or market the Platform and Services. Fintech does not claim any ownership rights in any such Customer Content and nothing in these Terms will be deemed to restrict any rights that You may have to use and exploit any such Customer Content.
- 10.2. You acknowledge and agree that You are solely responsible for all Customer Content that You make available through the Website, Application, Services or through Fintech promotional campaigns. Accordingly, You represent and warrant that: (i) You either are the sole and exclusive owner of all Customer Content that You make available through the Website, Application, Services or through Fintech promotional campaigns or You have all rights, licenses, consents and releases that are necessary to grant to Fintech the rights in such Customer Content, as contemplated under these Terms; and (ii) neither the Customer Content nor your posting, uploading, publication, submission or transmittal of the Customer Content or Fintech use of the Customer Content (or any portion thereof) on, through or by means of the Site, Application, the Services or Fintech promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

11. CONFIDENTIALITY

- 11.1. Fintech shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfilment of Services.

12. Servicing of Plan Terms

- 12.1. The Customer acknowledges and understands that any claim related to the Plan Terms which will need service/repair of the product(s) covered under the Plan Terms shall be done by Service Partners.
- 12.2. Such Service Partners are engaged on the principal to principal basis by the Fintech to provide Plan Terms related Services to the Customers. It shall be the responsibility of such Service Partners to repair the products, settle and close the claims as per the Plan Terms and Fintech shall be under no liability to ensure the adequacy of services related to claims.
- 12.3. The Customer recognizes that Fintech may collaborate with third-party entities, including Service Partners, to provide services. By this acknowledgment, the Customer grants permission to Fintech to share, as deemed necessary, their Personal Information and details of the selected Plan(s) with, but not limited to, (a) our affiliated Service Partners and (b) our suppliers and vendors, all in the interest of serving the Customer.
- 12.4. Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:

- a. The Customer having met and complied with the Terms and the Warranty Plan Terms (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms;
- b. The Customer having provided Fintech with full and accurate information in connection with the coverage/claims, as applicable;
- c. The Customer having acted in a bona fide manner to make a claim; and
- d. The Customer having complied with the requirements of the Insurer for the purposes of processing the claims, may be required from time to time.

12.5. If the Customer receives a benefit as contemplated under any specific Plan Terms and it is later discovered that the claim was dishonest, fraudulent or false, Fintech will take steps to recover from the Customer, such payment(s) made to the Customer, either by Fintech or a third party, as the case may be.

13. **Hyperlinks**

13.1. The Platform and Services may contain links to third-party websites or resources. You acknowledge and agree that Fintech is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or its services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Fintech of such websites or resources or the content, products, or its services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or its services on or available from such websites or resources.

14. **Feedback**

14.1. We welcome and encourage You to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us at _____ or through the "Contact Us" section of the Website and Application, or by other means of communication. You acknowledge and agree that all Feedback You give us will be the sole and exclusive property of Fintech and You hereby irrevocably assign to Fintech and agree to irrevocably assign to Fintech all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights You may have in such Feedback. At Fintech request and expense, You will execute documents and take such further acts as Fintech may reasonably request to assist Fintech to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

15. **Term and Termination, Suspension and Other Measures**

15.1. **Term**

15.1.1. These Terms and Conditions shall be effective from the time Customers access or use the Website, Application or its services or by downloading or posting any content from or on the Website, via the Application or through the Services for the period for which fees are paid by the Customer or until such time when You or Fintech terminate the Agreement as described below.

15.2. Termination for convenience

- (i) You may request to terminate the Terms at any time by sending us an email. If You terminate your Fintech Account, any confirmed enrolment will be automatically cancelled and any refund will depend upon the terms of the Payment Terms specified in the Plan Terms.
- (ii) Without limiting Our rights specified below, Fintech may terminate this Agreement for convenience at any time by giving You 7 days' notice via email to your registered email address.

15.3. Termination for breach, suspension and other measures

- (i) Fintech may immediately, without notice terminate this Agreement if (i) You have materially breached these Terms or Our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "**User Conduct**" provisions in these Terms, (ii) You have provided inaccurate, fraudulent, outdated or incomplete information during the Fintech Account registration, or Listing process or thereafter, (iii) You have violated applicable laws, regulations or third party rights, or (iv) Fintech believes in good faith that such action is reasonably necessary to protect the safety or property of other Customers, Fintech or third parties, for fraud prevention, risk assessment, security or investigation purposes.
- (ii) In case of non-material breaches and where appropriate, You will be given notice of any measure by Fintech and an opportunity to resolve the issue to Fintech reasonable satisfaction.

16. Consequences of Termination

- (i) If we take any of the measures described above we may (i) communicate to the Customer that a pending or confirmed enrolment has been cancelled, (ii) refund the Customer in the manner provided under Plan Terms.
- (ii) If You or We terminate this Terms, we do not have an obligation to delete or return to You any of your Customer Content, including but not limited to any reviews or Feedback. When these Terms have been terminated, You are not entitled to a restoration of your Fintech Account or any of your Customer Content. If your access to or use of the Website, Application and Services has been limited or your Fintech Account has been suspended or this Agreement has been terminated by us, You may not register a new Fintech Account or attempt to access and use the Site, Application and Services through other Fintech Accounts.

17. Disclaimers

- 17.1. If You choose to use the Platform or its services, You do so at your sole risk. You acknowledge and agree that Fintech does not have an obligation to conduct background or character checks on any Customer, but may conduct such background or character checks in its sole discretion.

- 17.2. The Platform or its services or Plan Terms are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Fintech explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of Plan Terms of dealing or usage of trade.
- 17.3. Fintech makes no warranty that the Platform or its services including, but not limited to, any Plan Terms, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Fintech makes no warranty regarding any Plan Terms or its services or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the Platform or its services.
- 17.4. No advice or information, whether oral or written, obtained from Fintech or through the Platform or its services, will create any warranty not expressly made herein.
- 17.5. You are solely responsible for all of your communications and interactions with other users or Insurers and with other persons with whom You communicate or interact as a result of your use of the Platform or its services.
- 17.6. Fintech makes no representations or warranties in this regard. Fintech explicitly disclaims all liability for any act or omission of any Service Partner or other third party.

18. **Limitation of Liability**

- 18.1. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Website, Application, Services and Collective Content, your purchase of any Plan Terms via the Website, Application and Services, and any contact You have with other users of Fintech whether in person or online remains with you. Neither Fintech nor any other party involved in creating, producing, or delivering the Website, Application, Services, Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or its services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms, from the use of or inability to use the Website, Application, Services or Collective Content, from any communications, interactions or meetings with other users of the Website, Application, or its services or other persons with whom You communicate or interact as a result of your use of the Website, Application, Services, or from your Enrolment of any Plan via the Website, Application And Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Fintech has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- 18.2. In no event will Fintech aggregate liability arising out of or in connection with these Terms and your use of the Website, Application and Services including, but not limited to, your enrolment of any Plan via the Site, Application and Services, or from the use of or inability to use the Website, Application, Services, or Collective Content and in connection with any Plan or interactions with any other Customers, exceed the amounts You have paid for enrolments via the Site, Application and Services. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Fintech and you.

19. **Indemnification**

19.1. You agree to release, defend, indemnify, and hold Fintech and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform or its services or your violation of the Applicable Terms ; (b) your Customer Content; (c) your (i) interaction with any Service Partner or Insurer, (ii) availing of an Plan Terms; including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of availing any Plan Terms.

20. **Entire Agreement**

20.1. Except as they may be supplemented by additional Fintech policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms and Plan Terms constitute the entire and exclusive understanding and agreement between Fintech and You regarding the Platform or its services and the Applicable Terms supersede and replace any and all prior oral or written understandings or agreements between Fintech and You.

21. **Notices**

21.1. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Fintech (i) via email (in each case to the address that You provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

22. **Governing Law and Jurisdiction**

22.1. These Terms and your use of the Services will be interpreted in accordance with the laws of India. You and we agree to submit any dispute arising under these Terms to the personal jurisdiction of a court located in Mumbai for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

22.2. Any dispute, claim or controversy arising out of or relating to this Terms including the determination of the scope or applicability of this Terms to arbitrate, or your use of the Application or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator mutually appointed by the disputed Customer and Fintech. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

23. **No Waiver**

23.1. The failure of Fintech to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Fintech. Except as expressly set forth in these Terms, the exercise by either party of any

of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

24. Miscellaneous

- 24.1. Fintech shall have no liability of any nature, whether in contract, or otherwise, for any losses whatsoever and howsoever caused, from or in any manner connected with any of the Services provided by Us.
- 24.2. Fintech is not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond Fintech reasonable control.
- 24.3. You may not assign or transfer these Terms, by operation of law or otherwise, without Fintech prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. Fintech may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 24.4. Fintech reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) provided by Us with or without notice. You agree that Fintech shall not be liable to You or to any third party for any modification, suspension or discontinuance of such Services. It is Your responsibility to review these Terms periodically for updates/changes.
- 24.5. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the information provided by us, including any intellectual property rights of Fintech or any person firm or corporation having posted information for availability through the Services provided by us.
- 24.6. You agree that in the event Your post or Your information violates any provision of this Terms, We shall have the right to refuse to provide You or any person acting on Your behalf, access to the Site and Application, terminate and/ or suspend Your access if applicable in the future.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE