

## **GENERAL TERMS AND CONDITIONS**

### TERMS AND CONDITIONS GOVERNING THE USE OF OPTIMA INSURANCE BROKER'S WEBSITE BY VISITORS AND REGISTERED USERS

The Terms and Conditions mentioned below form a contract and agreement between Visitor / Registered User and Optima Insurance Brokers Pvt. Ltd. and are for use of the website, as specified herein, by Visitors and Registered Users.

#### **1. GENERAL**

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise. Visitor or Registered User 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".

#### **2. DEFINITIONS**

(i) "Bank Account" means the Registered User's bank account with a bank recognized and acceptable to Optima Insurance Brokers Pvt. Ltd.. The bank account may either be a current account, savings account, fixed deposit, term deposit or any other account facilities that any approved or nationalized Bank may offer from time to time.

(ii) "Call Center" means the call center set up by Optima Insurance Brokers (Pvt.) Ltd. to assist and help the Registered Users in case they face any difficulty while operating the website

(iii) "Intellectual property" means and includes any design, trade mark, logo, text, content, photographs, video, audio, graphics, slogans and service marks contained in the website

(iv) "Optima Insurance Brokers Pvt. Ltd." means a company incorporated under the Companies Act, 1956 and registered with IRDA as Insurance Broker (Direct) Regn. No. DB/326 having its registered office at B – 10, Greater Kailash Enclave, New Delhi – 110048, India and shall include its successors and/or assigns. Any Affiliate of Optima Insurance Brokers Pvt. Ltd. shall mean and include any company which is the holding or subsidiary company of Optima Insurance Brokers Pvt. Ltd. or a person under the control of or under common control with Optima Insurance Brokers Pvt. Ltd. or any person, in which Optima Insurance Brokers Pvt. Ltd. has a direct or beneficial interest or control in 26% or more of the voting securities of such person.

(v) "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

(vi) "Policy" means the various general insurance policies of various Insurance companies that Optima Insurance Brokers Pvt. Ltd. may introduce in their website from time to time.

(vii) "Policy Holder" means a person who purchases a Policy from Optima Insurance Brokers Pvt. Ltd. through its website or otherwise.

(viii) "Registered User" means a user registered with the website

(ix) "Registered User Password" means the password or any other authentication device or proof provided by Optima Insurance Brokers Pvt. Ltd. to the Registered User to enable him to successfully log on to the website.

(x) "Registered User Transaction Password" means the password or any other authentication device or proof provided by Optima Insurance Brokers Pvt. Ltd. to the Registered User to enable him to successfully transact on the website.

(xi) "Visitor" means any person having access to or visiting the website and is not a Registered User

(xii) "Website" means [www.click2insure.in](http://www.click2insure.in) which offers a wide range of safe online services relating to the insurance sector.

### **3. TERMS OF USAGE**

By accessing the website the Visitor and the Registered User acknowledges and accepts these Terms and Conditions.

(i) The website is deemed to be in use when it is loaded in temporary or permanent memory of the Computer of the Registered User or the Visitor. Optima Insurance Brokers (Pvt.) Ltd. and its personnel reserve the right to deny to Registered User or the Visitor at their sole discretion, access to the website including any portion thereof, without any prior notice.

(ii) The information and guidance provided in the website does not constitute a recommendation or solicitation by Optima Insurance Brokers Pvt. Ltd. or any of its personnel to buy any policies as mentioned therein. Any decision by the Visitor or the Registered of the policies / products should be based solely on their own evaluation as per their need and requirement. While Optima Insurance Brokers Pvt. Ltd. and its personnel have taken adequate care to ensure completeness, accuracy, transparency etc. of the information/services available and provided on the website, neither Optima Insurance Brokers Pvt. Ltd. nor any of its personnel shall be anyway liable for any loss or damage caused to a Visitor / Registered User claiming that they had suffered loss or damage as a result of putting reliance on information obtained through the website and acted thereon. It is the sole responsibility of the Visitor/ Registered User to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the website and Optima Insurance Brokers Pvt. Ltd. claims no responsibility for the same.

(iii) Optima Insurance Brokers Pvt. Ltd. shall issue a Registered User Password to all the registered users of the website. The Registered User will be able to access the services of the website by using his Registered User Identification and Registered User Password. The Registered User shall be able to successfully log on to the website by using his Registered User Password and access the services provided by the website which require authentication procedures. The Registered User by using the Registered User Identification and Registered User Password will be able to authorise transactions on the website. Apart from the Registered User Identification and Registered User Password the Registered User may also be provided with

a Registered User Transaction Password which will enable the Registered User to carry out such transactions on the website as may be specified from time to time. The Registered User would not be able to carry out the transactions without the use of the Registered User Transaction Password. The terms governing the Registered User Identification, Registered User Password and Registered Transaction Password are as follows :

(a) The Registered User confirms and agrees that he will be the sole and exclusive owner and is the only authorised user of the Registered User Identification and the Registered User Password and the Registered User Transaction Password and accepts sole responsibility for use, confidentiality and protection of the same. The Registered User shall never reveal the Registered User Transaction Password to a third party in any form whatsoever, oral, written or electronic.

(b) The Registered User irrevocably and unconditionally authorizes Optima Insurance Brokers Pvt. Ltd. to carry out his instructions, effecting such transactions as may be permitted by Optima Insurance Brokers Pvt. Ltd. from time to time, in accordance with these Terms and Conditions and such other terms as may be specified by Optima Insurance Brokers Pvt. Ltd. from time to time. Optima Insurance Brokers Pvt. Ltd. shall have no obligation to verify the authenticity of any authorised transaction effected by the Registered User by using his Registered User Password and the Registered User Transaction Password.

(c) Any transaction authorised by using the Registered User Identification, Registered User Password and the Registered User Transaction Password is deemed to be that of the Registered User and Optima Insurance Brokers Pvt. Ltd. shall not be responsible for any mistake / error made by the Registered User as to the nature of the transaction. Optima Insurance Brokers Pvt. Ltd. in its discretion is entitled to seek confirmation from the Registered User regarding any transaction undertaken by him.

(d) Any change of the Registered User Password and the Registered User Transaction Password on any account whatsoever shall be possible only by sending a written request by Registered Post to Optima Insurance Brokers Pvt. Ltd. at the address given above or by notifying at the indicated telephone number of the Call Centre. On the receipt of such a request within a reasonable time a new Registered User Password and a new Registered User Transaction Password shall be generated and provided to the Registered User. For generating the new password the Registered User may be required to submit such documents as are necessary for proper verification of the identity of the Registered User. However, Optima Insurance Brokers Pvt. Ltd. shall not be responsible and liable for any transactions that are carried out by the misuse of the earlier Registered User Identification, Registered User Password and the Registered User Transaction Password till the time of discontinuation of the earlier Registered Identification, Registered User Password and the Registered User Transaction Password on any account whatsoever.

(e) If any third party gains access to the services offered on the website through the use of the Registered User Identification, Registered User Password and the Registered User Transaction Password, the Registered User shall be deemed to be responsible for the acts committed thereof by the third party and the Registered User hereby indemnifies and holds harmless Optima Insurance Brokers Pvt. Ltd. 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. Registered User also indemnifies and holds harmless Optima Insurance Brokers Pvt. Ltd. against any liability, costs or damages arising out of claims or suits brought by the Registered User for any loss or damage caused to him on account of the above.

(f) In case the Registered User becomes aware of any loss, theft or unauthorized usage of his Registered User Identification, Registered User Password and the Registered User Transaction Password, he shall immediately notify Optima Insurance Brokers Pvt. Ltd. in writing by Registered Post at the address given above or by notifying at the indicated telephone number

of the Call Centre of the same. Registered User also indemnifies and holds harmless Optima Insurance Brokers Pvt. Ltd. against any liability, costs or damages arising out of claims or suits brought by the Registered User for any loss or damage caused to him on account of the above.

(iv) Subject to the Terms and conditions mentioned herein, Optima Insurance Brokers Pvt. Ltd. shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are part of the website using technology reasonably available to Optima Insurance Brokers Pvt. Ltd. at that point of time.

(v) Optima Insurance Brokers Pvt. Ltd. maintains own records of transactions transacted on the website through the computer systems or otherwise. Such records maintained by Optima Insurance Brokers Pvt. Ltd. from time to time shall be accepted as conclusive and binding for all purposes. More particularly, the record of Optima Insurance Brokers Pvt. Ltd. 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.

(vi) Software or information (if any) that is made available to download from this website is the copyrighted work of Optima Insurance Brokers Pvt. Ltd. and/or its suppliers. The use of the Software or information is governed by the terms of the end user license agreement, if any, which accompanies or is included in the Software. The Registered User and the Visitor shall not install or use any Software that is accompanied by or includes a License Agreement unless the terms and conditions of the License Agreement are agreed to.

#### **4. RESTRICTION ON USE**

(i) Registered User and or the Visitor agrees not to use the website in any manner inconsistent with these Terms and Conditions and for no other purpose.

(ii) Registered User and or the Visitor agrees to use the website only for personal use.

(iii) Registered User and or the Visitor agrees not to use the website contrary to law and for any illegal purpose.

(iv) The contents of the website constitute intellectual property of Optima Insurance Brokers Pvt. Ltd. and the contents and the information contained therein shall not be transmitted, transferred by the Registered User or the Visitor. The Registered User and the Visitor agree to protect the proprietary rights of Optima Insurance Brokers Pvt. and others having rights in the website or its content during and after the term of this Agreement. Any violation of the intellectual property right of Optima Insurance Brokers Pvt. Ltd. will give a right to Optima Insurance Brokers Pvt. Ltd. to claim damages, costs and forthwith cessation of the infringement of the said intellectual property right. This will not bar Optima Insurance Brokers Pvt. Ltd. from initiating criminal prosecution against the offender. The Registered User and Visitor agrees and acknowledges that all the intellectual property in the website vests and continues to vest with Optima Insurance Brokers Pvt. Ltd. only.

(v) The services and contents of the website which includes the contents, text, graphic, photographs, video and audio are either the property of, or used with permission by, Optima Insurance Brokers Pvt. Ltd. and are protected by applicable intellectual property laws of India and other countries and or international treaties. The trademarks, logos, slogans and service marks displayed on the website, are registered and unregistered trademarks of Optima Insurance Brokers Pvt. Ltd. and others.

(vi) Nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark, design, information (which may constitute copyright) or any other intellectual property displayed on the website without the prior written permission of Optima Insurance Brokers Pvt. Ltd. or such third party that may own the Trademark, design, information (which may constitute copyright) displayed on the website. Any misuse of the Trademark, design, information (which may constitute copyright) displayed on the website, or any other content on the website, except as provided in these Terms and Conditions, is strictly prohibited. The Registered User and the Visitor agrees not to misuse or violate the intellectual property of Optima Insurance Brokers Pvt. Ltd or of any other person as contained and displayed in the website save and except provided in these Terms and Conditions.

(vii) The contents of the website may include trade secrets of Optima Insurance Brokers Pvt. and others. The Registered User and the Visitor agree to protect the trade secrets of Optima Insurance Brokers Pvt. and others having rights in the website or its content during and after the term of this agreement and to comply with all reasonable written requests made by Optima Insurance Brokers Pvt. or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the website.

(viii) The Registered User and the Visitor agree to notify Optima Insurance Brokers Pvt. in writing promptly upon becoming aware of any unauthorized access or use of the website by any party or of any claim that the website infringes upon any copyright, trademark or other contractual, statutory or common law rights.

(ix) The Registered User and the visitor agree to only download and retrieve data from the website on their 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 their exclusive personal use only.

(x) Registered User and the Visitor agree not to use, transfer, dispose or disseminate of any information contained in the website in any manner that could compete with the business of Optima Insurance Brokers Pvt. Ltd. or otherwise compromise or imperil the interests of Optima Insurance Brokers Pvt. Ltd..

(xi) Registered User and the Visitor 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.

(xii) Registered User and the Visitor shall not 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 his Policy, if he is a Registered User.

(xiii) Registered User and the Visitor shall not rent, lease, sell, sublicense, or lend your access to the website.

(xiv) Registered User and the Visitor shall not Cache or permit caching by any person.

(xv) Registered User and the Visitor shall not 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.

(xvi) Registered User and the Visitor shall not use the website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.

(xvii) Registered User and the Visitor shall not 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.

## **5. TOP PRODUCT**

The Top Product mentioned in the website will be based on a comparison of various like products including its features and claims made on the basis of the evaluation by Optima Insurance Brokers Pvt. Ltd. and its personnel. This is only indicative and should not be understood and construed as the views of the Optima Insurance Brokers Pvt. Ltd. and its personnel or as a mode of canvassing for the top product as mentioned.

## **6. RENEWAL**

Registered Users have the option to renew the policy online. The Registered Users should issue renewal instructions online no less than 7 working days before the expiry of the policy. Optima Insurance Brokers Pvt. Ltd. and its personnel shall not be responsible for any expiry/lapsing of the policy. Any change from the original data as provided should be upgraded in the website so as to avoid any errors while renewing the policy.

## **7. OTHER SERVICES**

Optima Insurance Brokers Pvt. Ltd. may from time to time provide other services which may be duly notified on the website. To start with Optima Insurance Brokers Pvt. Ltd. will provide free claims assistance to its users but it shall not mean and be construed as an approval and payment of the claim by the Insurance Company. Optima Insurance Brokers Pvt. Ltd. and its personnel shall not be responsible for any delay, part payment or non payment of the claims to the users by the Insurance companies.

## **8. FORCE MAJEURE**

Optima Insurance Brokers Pvt. Ltd. and its personnel shall in no way be held liable for any failure to perform any of its obligations if the performance is prevented, hindered or delayed by a event of Force Majeure. Any event of Force Majeure shall mean 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. The Obligations and liabilities of Optima Insurance Brokers Pvt. Ltd. and its personnel shall be suspended for so long as the Force Majeure Event exists and continues save and except any event of Force Majeure shall not prevent the accrual of interest on a principal amount which would have been payable by the user but for this provision.

## **9. DISCLAIMER**

The Website is maintained by Optima Insurance Brokers Pvt. Ltd. and use of the website by the Registered User and the Visitor is subject to the Terms and Conditions and all applicable Indian laws. The website may contain links to other websites, web-pages and services may or may not be operated by or under the control of Optima Insurance Brokers Pvt. Ltd. and each of the website, web pages and services are subject to and governed by terms and conditions contained therein and specifically applicable to them and will form a different contract and agreement. The Terms and condition contained therein shall prevail and be binding on the Registered User and the Visitor in case of any conflict between the present terms and conditions and the terms and conditions of the other websites, web-pages and services.

## **10. INDEMNIFICATION**

The Registered User and the Visitor agree to indemnify, defend and hold harmless Optima Insurance Brokers Pvt. Ltd. its directors and employees, representatives, suppliers and Advisors, against any claim, suit, action or other proceeding brought against Optima Insurance Brokers Pvt. Ltd. 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 Brokers Pvt. Ltd., its directors and employees, representatives, suppliers and Advisors is based on or arises in connection with the use of this website, or any links therein which may include unauthorized use of the website including use of the website contrary to law by Registered User or Visitor or someone using their computer or a violation of the terms and conditions contained herein by Registered User or Visitor or anyone using their or any other computer or any misrepresentation or breach of representation or warranty contained herein made by Registered User or Visitor or any breach of any covenant or agreement to be performed by Registered User or Visitor hereunder or Registered User or Visitor or any other persons use and access to the website and including that of violation of intellectual property rights of any third party which may result in damage or injury to the said third party. These instances are merely illustrative and are not deemed to be exhaustive for the purposes of indemnification.

The Registered User and or the Visitor agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable Advocate's fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

## **11. LINKS TO OTHER WEBSITES**

The website may contain links to websites operated by parties other than Optima Insurance Brokers Pvt. Ltd.. The linked websites are not under the control of Optima Insurance Brokers Pvt. Ltd. and Optima Insurance Brokers Pvt. Ltd. is 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. Such links are provided for the convenience of Registered Users and Visitors. The 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. The inclusion of any link to the website does not imply endorsement by Optima

Insurance Brokers Pvt. Ltd. of the linked website or any products featured therein or authenticity of any information provided therein or misuse of any information provided to such links by the Registered Users or visitors.

## **11. DISCLAIMER OF WARRANTIES**

(i) The Registered User and the Visitor expressly agree that use of the website is at your sole risk. The website is provided on an "as is" and "as available" basis.

(ii) Except as warranted in these Terms and Conditions, Optima Insurance Brokers Pvt. Ltd. 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 and completeness, and any warranties relating to non-infringement.

(iii) Optima Insurance Brokers Pvt. Ltd. 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 the website or any part thereof.

(iv) Optima Insurance Brokers Pvt. Ltd. does not warrant that access to the website will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the website or as to the accuracy or reliability of the content contained therein.

(v) Optima Insurance Brokers Pvt. Ltd. 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.

(vi) Optima Insurance Brokers Pvt. Ltd. shall not be liable for any action taken by you based on or relying on the information provided in or by the website.

(vii) Optima Insurance Brokers Pvt. Ltd. does not guarantee that the contents contained in the website would be virus free. Optima Insurance Brokers Pvt. Ltd. shall not be liable for any virus that may enter the system as a result of you using the website. Optima Insurance Brokers Pvt. Ltd. shall not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of the use of the website.

(viii) Optima Insurance Brokers Pvt. Ltd. reserves the right to store information on a Registered User's or Visitor's computer in the form of a "cookie" or similar file for purposes of modifying the website to reflect Registered User's preferences.

(ix) Optima Insurance Brokers Pvt. Ltd. shall not incur any liability direct or indirect, to the Registered User or the Visitor or any third party, as a consequence of non-functioning of any equipment belonging to the Registered User or the Visitor, any third party or Optima Insurance Brokers Pvt. Ltd.. Optima Insurance Brokers Pvt. Ltd. shall not be responsible for any downtime of such equipment.

(x) The Registered User or the Visitor is at liberty to discontinue using the website if he is dissatisfied with any portion of the website or with any of these Terms and Conditions.

### **13. LIMITATION OF WARRANTIES**

Under no circumstances, even if Optima Insurance Brokers Pvt. Ltd has been advised of the possibility of such damages including but not limited to negligence, shall Optima Insurance Brokers Pvt. Ltd., its employees and directors, its suppliers and its third party Advisors be liable for any direct, indirect, incidental 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) :

- (i) arising out of or in any way connected with the use/delivery/performance of the website,
- (ii) with the delay or inability to use this website or any links or items on the website,
- (iii) for the failure to provide services, or for any information, software, products, services and related graphics obtained through this website,
- (iv) otherwise arising out of the use of this website,
- (v) transactions entered into through or from the website
- (vi) resulting from unauthorized access to or alteration of transmissions or data,
- (vii) resulting from interruption, suspension or termination of the website whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

It may be noted that the applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. However, in no event shall the liability of Optima Insurance Brokers Pvt. Ltd to the Registered User for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by Registered User, if any, for accessing the website. The liability of Optima Insurance Brokers Pvt. Ltd. shall not exceed such amount.

### **14. MODIFICATION OF THESE TERMS AND CONDITIONS AND RIGHT TO ALTER SERVICES**

Optima Insurance Pvt. Ltd. has the absolute discretion to amend, supplement any of these Terms and Conditions at any time and will endeavour to give prior notice of five days for such changes wherever feasible. The modifications to the Terms and Conditions shall be displayed on the Web Site and the Registered User and the Visitor is deemed to have accepted such changed Terms and Conditions from the notified day in the website and their usage of the website will be governed by such amended Terms and Conditions. In the case where the Registered User no longer wishes to use the website on such new terms and conditions he is entitled to terminate his relationship in accordance with the termination clause in these Terms and Condition mentioned hereinafter.

Optima Insurance Brokers (Pvt.) Ltd. 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 website, without any prior notice to the Registered Users and the Visitors and the same shall be effective and binding on them. Optima Insurance Brokers (Pvt.) Ltd. may introduce new services in relation to the

website from time to time. The existence and availability of the new services will be notified on the website as and when they become available and any revisions, if necessary in the Terms and Conditions will take place accordingly and in accordance with these Terms and Conditions.

## **15. JURISDICTION**

Since the website can be globally accessed, Optima Insurance Brokers Pvt. Ltd. accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. Only the laws of India shall govern these Terms and Conditions and the operation of the website by the Registered User and the Visitor. Any law or statutory requirements of any other Country except India will have no applicability to these Terms and Conditions and the relationship between Optima Insurance Brokers Pvt. Ltd. and the Registered Users and the Visitors.

The services available on the website are being offered primarily to the residents of India. Any foreign national or non resident Indian located in foreign jurisdiction before entering into transactions on the website has to comply with the regulatory and statutory compliances of the country of which he is the resident. It shall be the sole responsibility of foreign residents including non resident Indians in foreign jurisdictions to verify whether the services available on the website can be accessed and utilised in their respective jurisdictions. The services which are part of the website 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.

The laws of India shall govern these Terms and Conditions and the jurisdiction shall be New Delhi only. All disputes arising hereunder shall be finally settled in Arbitration in accordance with the Arbitration rules of India for the time being in force. The venue of Arbitration shall be New Delhi and it shall be conducted in English language. Each party shall bear their respective Advocate and Solicitors costs.

## **16. TERMINATION**

The Registered user is at liberty to terminate the relationship with Optima Insurance Brokers Pvt. Ltd. after sending a written request by Registered Post at the above given address or by notifying at the indicated telephone number of the Call Centre. On the receipt of the information Optima Insurance Brokers Pvt. Ltd. shall within a reasonable time invalidate Registered User Identification, Registered User Password and the Registered User Transaction Password. The Registered User shall be solely responsible for any transaction transacted during the period the intimation is sent terminating the relationship and till such time the said relationship is not terminated by Optima Insurance Brokers Pvt. Ltd. by invalidating the Registered User Identification, Registered User Password and the Registered User Transaction Password.

## **17. NOTICES**

Notices under these Terms and Conditions may be given by Optima Insurance Brokers Pvt. Ltd. and the Registered Users in writing by delivering them by hand or by sending them by registered post to the last address given by the Registered User Customer and in the case of Optima Insurance Brokers Pvt. Ltd. to the address mentioned on the website.

In addition, Optima Insurance Brokers Pvt. Ltd. may also publish notices of general nature, which are applicable to all Registered Users and Visitors in a newspaper or on its website. Such notices will have the same effect as if they have been served individually to each Registered Users and Visitors.

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 website. Optima Insurance Brokers Pvt. Ltd. shall be deemed to have fulfilled any legal obligation to deliver to the Registered User 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.

## **18. MISCELLANEOUS**

1. That the relationship between the Registered User and or Visitor and Optima Insurance Brokers Pvt. Ltd. is solely and expressly governed by these Terms and Conditions for the use of the website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Registered User and or Visitor and Optima Insurance Brokers Pvt. Ltd. with respect to the website.

2. Optima Insurance Brokers Pvt. Ltd. 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 website or information provided to gathered by Optima Insurance Brokers Pvt. Ltd. with respect of such use.

3. The Registered User or the Visitor agrees to abide by any amendment or subsequent change in law or incorporation of any law, 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, Information Technology Act, 2000 and other regulatory bodies defining rules/regulations governing the offer of any service on the website and the law of the land. These changes and amendments shall be notified on the website and these Terms and Conditions will be suitably amended to be in conformity with the same and the Registered User agrees to cooperate and abide by such changes.

4. Optima Insurance Brokers Pvt. Ltd. shall try and ensure that all information that is provided on the website with respect to policies / products are up to date and accurate in all respects. It is the sole responsibility of the Visitor/ Registered User to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the website and Optima Insurance Brokers (Pvt.) Ltd. claims no responsibility and guarantee for the same.

5. All transactions are generally carried out within a reasonable time but for transactions which cannot be carried out instantaneously the same will 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 Brokers Pvt. Ltd. depending upon the time of logging of the transaction. Optima Insurance Brokers Pvt. Ltd. shall not be responsible for any delay which may occur due to late carrying out of the transactions.

6. All transactions that are carried out by and on behalf of the Registered User 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 other regulatory bodies defining rules/regulations governing the offer of any service on the website and the law of the land.

7. Optima Insurance Brokers Pvt. Ltd. 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.

8. The Registered User or the Visitor shall be responsible for providing and maintaining the his computer and its accessories for accessing and using the website or related services. It will be the Registered User's and Visitor's responsibility to ensure that no unauthorised person has access to its computer unattended whilst accessing the website.

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

10. 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.

11. The Registered User and the visitor agree and acknowledge that any rights not expressly granted herein are reserved.

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

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