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In the Site, SMCIB provides users with access to information about Insurance, including but not restricted to General Insurance, and Life Insurance. SMCIB can also carry on business in India and abroad through both online and offline mediums in relation to consulting services and marketing. You are responsible for obtaining access to the Site, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site. By making use of this Site, and furnishing your personal / contact details, you hereby agree that you are interested in availing and purchasing the services that you have selected. You hereby agree that SMCIB may contact you either electronically or through phone, to understand your interest in the selected products and services and to fulfill your demand. You also agree that SMCIB reserves the right to make your details available to partners and you may be contacted by the partners for information and for sales through email, telephone, other electronic & voice media and/or sms. You agree to receive

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Access to certain areas of the Site may only be available to registered members. To become a registered member, you may be required to answer certain questions. Answers to such questions may be mandatory and/or optional. You represent and warrant & indemnify that all information you supply to us, about yourself, and others, is true and accurate.

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If this Site contains bulletin boards, chat facility, access to mailing lists or other message or communication facilities, you agree to use the same only to send and receive messages and materials that are proper and related thereto. By way of example and not as a limitation, you agree that when using the Site or any facility available herefrom, you shall not do any of the following:

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- Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law.
- Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer.
- Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.

4. Privacy Policy

By using the Site, you hereby consent to the use of your information as we have outlined in our Privacy Policy. This Privacy Policy explains how the Company treats your personal information when you access the Site and use other ancillary services.

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In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction and will only use the Site to make legitimate purchases for you or for another person on behalf of whom you are legally authorized to act (and will inform such other persons about the User Agreement and/or Privacy Policy) that apply to the purchase you have made on their behalf (including all rules and restrictions applicable thereto). You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site. If you provide any information that is untrue, inaccurate, not current or incomplete (or information that is untrue, inaccurate, not current or incomplete), or SMCIB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SMCIB has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If you use the Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You agree to notify SMCIB immediately of any unauthorized use of your account or any other breach of security. SMCIB reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion. Notwithstanding the above, SMCIB retain the right at it's sole discretion, to deny access to anyone to the Site and the services it offer, at any time and for any reason, including, but not limited to, for violation of the User Agreement or Privacy Policy. Additional terms and conditions will apply to your purchase of services that you select. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding the use of fares, products, or services. You agree that any violation of any such supplier's rules and restrictions/IRDAI MISP guidelines may result in cancellation of your purchase(s), in your being denied access to the applicable service(s), in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs SMCIB incur as a result of such violation.

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15. Arbitration

These terms and the relationship between you and the SMCIB will be governed by the laws of the India without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in relation to these Terms, including a breach thereof, shall be settled by a sole arbitrator to be appointed mutually by you and SMCIB, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or amendment thereto. In the event we are unable to reach an agreement on the sole arbitrator, we agree to have a panel of three arbitrators appointed, of which one shall be appointed by each of us, and the third arbitrator appointed by the two arbitrators. The venue for arbitration shall be New Delhi. The arbitral procedure shall

be conducted in the English language and any award or awards shall be rendered in English.

16.Limitation of Liability

You acknowledge that this Site is provided only on the basis set out in these terms and conditions. Your uninterrupted access or use of this Site on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the Internet or other telecommunications services or as a result of any maintenance or other service work carried out on this Website. SMCIB does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or use the Site. You expressly understand and agree that SMCIB and its subsidiaries, holding company, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if SMCIB has been advised of the possibility of such damages), resulting from the use of the site, content or any related services. You also acknowledge that through this Site, SMCIB merely provides intermediary services in order to facilitate the highest quality services to you. SMCIB is not the last-mile service provider to you and therefore, SMCIB shall not be, or deemed to be responsible for any lack or deficiency of services provided by any person or company you shall engage or hire or appoint pursuant to or resulting from, the material available in this Site. SMCIB and its Affiliates, and their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement. Notwithstanding anything else to the contrary contained elsewhere herein or otherwise at law,

SMCIB's liability (whether by way of indemnification to you or otherwise) shall be restricted to a maximum of INR 500 /- (Indian Rupees Five Hundred only).

SMCIB also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the Website or your downloading of any materials, data, text, images, video, or audio from this Website.

17.Indemnity

You agree to defend and indemnify SMCIB, SMCIB's Affiliates, and their respective suppliers and any of their officers, directors, employees, agents, subsidiaries, holding companies and joint ventures from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- a. your breach of this Agreement or the documents referenced herein; or
- b. your violation of any law or the rights of a third party
- c. your use of the site

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When you use the Site or send emails to SMCIB, you are communicating with SMCIB electronically. You consent to receive communications from SMCIB electronically. SMCIB may communicate with you by email or by posting notices on the Site or by phone or usually available means of communication. You agree that all agreements, notices, disclosures and other communications that SMCIB provide to you electronically satisfy any legal requirement that such communications be in writing.

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SMCIB may add to, change or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes. SMCIB may add, change, discontinue, remove or suspend any other Content posted on this Site, including features and specifications of products described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability. SMCIB reserves the right to undertake all necessary steps to ensure that the security, safety and integrity of SMCIB's systems as well as its Client's interests are and will remain protected. Towards this end, SMCIB may take various steps to verify and confirm the authenticity, enforceability and validity of orders placed by you. If you send any communications or materials to the Site by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated by SMCIB, as non-confidential. You hereby give up any and all claim that any use of such material violates any of your rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way SMCIB uses such material. Any material submitted to this Site may be adapted, broadcasted, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by SMCIB anywhere in the world, in any medium, forever.

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The Site may provide users with the ability to send email messages to other users and non-users and to post messages on the Site. SMCIB is under no obligation to review any messages, information or content ("Postings") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, SMCIB may from time to time monitor the Postings on the Site and may decline to accept and/or remove any email or Postings. You understand and agree not to use any functionality provided by the Site to post content or initiate communications that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil

liability or otherwise violate any applicable local, state, national or international law;

- Advertisements or solicitations of any kind;
- Impersonate others or provide any kind of false information;
- Personal information such as messages which state phone numbers, account numbers, addresses, or employer references.;
- Messages by non-spokesperson employees of SMCIB purporting to speak on behalf of SMCIB or containing confidential information or expressing opinions concerning SMCIB;
- Messages that offer unauthorized downloads of any copyrighted or private information;
- Multiple messages placed within individual folders by the same user restating the same point;
- Chain letters of any kind; or
- Identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message. This prohibition includes but is not limited to:
 - a. Using SMCIB to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
 - b. Using SMCIB to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and
 - c. Sending messages to distribution lists, newsgroup aliases, or group aliases.

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The Site or third parties may provide links to other World Wide Web sites or resources. Because SMCIB has no control over such sites and resources, you acknowledge and agree that SMCIB is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SMCIB shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

22. Access To Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

23. Modification and Notification of Changes

SMCIB reserves the right to make changes to the Site, related policies and agreements, this User Agreement and the Privacy Policy at any time. If SMCIB makes a material modification to this User Agreement, it may notify you by:

- displaying a prominent announcement above the text of this User Agreement or the Privacy Policy, as appropriate, for thirty (30) days, being deemed sufficient notification, of such changes. After notice of a modification to the User Agreement or the Privacy Policy has been posted for 30 days, the notice will be removed. If you have not used the Site for more than 30 days, you should check the User Agreement and/or Privacy Policy prior to any further use of the Site. Should you wish to terminate your account due to a modification to the User Agreement or the Privacy Policy, you may do so by sending an email with the subject line “Termination” to the following email address: support@kiasafety.com If you choose to continue using the Site, you agree that by doing so you will be deemed to accept the new User Agreement or Privacy Policy, as relevant.

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25.Survival of Terms After Agreement Ends

Notwithstanding any other provisions of this User Agreement, or any general legal principles to the contrary, any provision of this User Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this User Agreement.

26.General Provisions

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SMCIB is authorized to act on instructions received under your password without any requirement to question those instructions;

SMCIB is not liable for any unauthorized access to your personal information that is not directly due to the negligence of SMCIB;

Your password contains sensitive information and you will keep it confidential and secret;

You will notify SMCIB immediately if you believe anyone else has learned your password or if you believe an unauthorized access to SMCIB or your personal information has occurred or may occur;

SMCIB may deny access or block any transaction made under your password without prior notice if SMCIB believe your password is being used by someone other than you, or if any unauthorized access to your personal information has occurred or may occur, or for any other reason, but SMCIB is under no obligation to do so.

29.MISCELLANEOUS

These Terms and Conditions of Website Use, and the agreement they create, shall be governed by and interpreted according to the laws of the Republic of INDIA. If any provision of this agreement is unlawful, void or unenforceable, it shall not affect the validity and enforceability of any remaining provisions. SMCIB may modify these Terms and Conditions of Website Use, and the agreement they create, at any time, simply by updating this posting or the information on its Website and without notice to you.

By providing material on our Website, SMCIB does not in any way promise that the materials will remain available to you or that you will qualify for the products SMCIB offer. SMCIB is entitled to terminate all or part of any of this Website at any time, without notice to you.

SECTION 41 OF THE INSURANCE ACT 1938 PROHIBITION OF REBATES

- No person shall allow or offer to allow either directly or indirectly as an inducement to any person, to take out or renew or continue Insurance with respect to any kind of risk relating to lives or property in India. Any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing the Policy, accept any rebate except such

rebate as may be allowed in accordance with the published prospectus or tables of the Insurer. If any person fails to comply with regulation above, he shall be liable to the payment of fine, which may extend to INR Five Hundred Rupees.

“I hereby confirm that I have read and agreed on the terms & conditions mentioned above.”