

## **Terms and Conditions**

This Agreement sets forth the terms and conditions that applies to the access and use of the Website [www.5nance.com](http://www.5nance.com) (the "Website"), which is operated by Innovage Fintech Private Limited, (hereinafter referred to as "Innovage/Corporate Agent (CA)"), a company incorporated under the laws of India and registered under the Companies Act, 1956. Innovage/CA provide Users/investors choice to buy Insurance products from Insurance companies. Innovage/CA is a Corporate Agent holding a valid Corporate Agent license from the Insurance Regulator - Insurance Regulatory and Development authority. ([View IRDA License](#))

By accessing the Website or registering an account on the Website, the users/investors (hereinafter referred to as "you", or "your") agree to be bound by the terms and conditions of these Terms and Conditions of Use, Legal Disclaimer, the Privacy Policy and Data Security as posted on the Website [www.5nance.com](http://www.5nance.com).

**REQUEST YOU TO READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THE SAME. YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTES THE AGREEMENT BETWEEN YOU AND CA FOR ALL THE TERMS AND CONDITIONS OF USE AND THE PURPOSE AS DEFINED HEREUNDER.**

### **TERMS AND CONDITIONS**

#### **I. INTRODUCTION**

The Terms of Use ("Agreement") sets forth the terms and conditions ("Terms") that will apply to your access and use of the website located at [www.5nance.com](http://www.5nance.com) ("Website"), which is owned and operated by Innovage ("Corporate Agent"), a company incorporated under laws of India and registered under the Companies Act, 1956. By registering for the Services (as defined later), you agree to be bound by the Terms of this Agreement and the Legal Disclaimer and Privacy Policy and Data Security available on the Website and as may amended from time to time.

Corporate Agent reserves the right to make changes to Terms and Conditions of Use at any time. Your continued use of the Website and/or Services shall mean your deemed acceptance of the modified Terms.

#### **II. ACCEPTANCE OF TERMS**

This Agreement describes the Terms governing the usage of the Services provided to you on the Website. Clicking "I Agree" to "Terms & Conditions" on the registration page, after you have read all the Terms and Conditions of the Agreement, shall be considered as your acceptance of this Agreement. Your continued usage of the services from time to time would also constitute acceptance of the Terms and Conditions including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

Your electronic consent, accepting these Terms and Conditions, represents that you have the capacity to be bound by it. If you choose not to accept these Terms and Conditions, you will not be entitled to use the services.

CA reserves the right at its sole discretion to make changes to these Terms , for such reason as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services, company re-organisation, market practice or customer requirements. Upon any change, CA will notify the updated terms and conditions on the Website or by other means. Your continued use of the Services constitutes acceptance of the changes and an

agreement to be bound by terms and conditions as amended. If you do not agree to the changes in the said terms and conditions, you should discontinue your use of the services.

You can review the most current version of the Terms and conditions at any time, by clicking the Terms & Conditions link on the login page of the Website.

You agree and authorise CA to share your information with respective Insurers and CA's affiliates and other third parties, in so far as required for joint marketing purposes/offering various services/report generations and/or to similar services to provide you with various value added service. You agree to receive emails from CA or its third party vendors regarding the services updates, information/ transaction details or product announcements. Please also read the Privacy Policy and Data Security for more information and details. Please refer to our Privacy Policy and Data Security at [https:// www.5nance.com](https://www.5nance.com).

### III. YOUR REGISTRATION

Upon successful registration to the services, you can start utilizing the services for your Insurance needs. You agree and understand that you are solely responsible for maintaining the confidentiality of your password, One Time Password (OTP) and your Login ID. Login ID and the password, which will allow you to access the service on our site and any mobile number or other contact information you provide, will form your "Registration Information".

By providing us with your mobile number, you agree to receive all required notices and information electronically, to the registered mobile number. It is your responsibility to update any changes regarding your personal information i.e. address, mobile number, bank account, pan no. etc. Notices for such activities will be system generated as a text in an email or as a link to the appropriate page on the Website, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your registration Information, you agree to notify the CA immediately at the customer service helpdesk, the details of which are available on the Website. CA shall not be liable for any unauthorized use or access, unless it is proved that the unauthorized use or access occurred solely due to reasons directly attributable to the CA.

### IV. ACCURATE REGISTRATION INFORMATION

a. You shall provide true, accurate, current and complete information about yourself and the Linked Accounts and undertake to inform/update of any change in your Registration Information promptly and keep it up-to-date and accurate at all times, as it has a direct bearing on the provision of Services by CA. You agree not to misrepresent your identity nor will you make an attempt to make an unlawful access to the website or use of the services.

CA shall not be responsible for any claim or breach of privacy, unlawful access etc. by your family members/entity.

Any misrepresentation in providing the Registration Information or Linked Accounts shall render the Services void ab initio, but without any recourse to the CA. The CA shall not be held responsible for any reason whatsoever, if the Registration Information is incorrect, at any point in time.

b. You are aware that the final issuance of the insurance policy is subject to the underwriting norms and discretion of the respective insurer whose policy you have chosen for which CA is not responsible.

c. You are responsible for the final choice of your product and you should take time to read through all insurance product information of the product before choosing your product.

d. You understand that the information provided by you will form the basis of the insurance policy, underwriting policy of the insurance company and that the policy will come into force only after full receipt of the premium chargeable.

e. You understand that payment for the insurance product shall be made at the respective insurer's website/payment gateway and the said insurer shall have the full discretionary power to issue or not to issue the insurance policy to you.

## V. ALERTS/ONLINE INFORMATION

CA may send automatic alerts and voluntary account-related alerts from time to time. Certain voluntary account alerts may be turned on by default, as part of the Services. CA may add new alerts (automatic/voluntary/compulsory) from time to time, or cease to provide certain alerts at any time, upon its sole discretion. Each alert has different options available and you may be asked to select from among these options on activation of your alerts service.

The alerts will be sent to you electronically on your mobile number as per your most recent Registration Information available with the CA. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your mobile number will apply to all of your alerts. You hereby agree and consent to receive all transactional alerts at the mobile number provided, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorize CA to share/disclose the information to any third party service provider or any affiliates, group companies, their authorized agents or third party service providers.

However, sending of short messaging service (SMS) alerts are subject to TRAI regulations and also to your telecom service provider, as may be applicable from time to time. The CA cannot be held responsible for non-delivery or delay in delivery of SMS alerts to your mobile number.

While CA would endeavor to provide alerts under the Services in a timely and accurate manner, you understand and agree that any such alerts may be delayed or prevented by a variety of factors. You agree that CA shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party, on the reliance of an alert.

## VI. PRIVACY AND YOUR PERSONAL INFORMATION

The Registration Information and such other information provided by you to CA under this Agreement shall at all times be governed by CA's data protection practices as per its Privacy Policy available on the Website <https://www.5nance.com>

This Privacy Policy and Data Security explains how CA treats your personal information when you access the Website and use the Services. You agree and authorize CA to share your information with its group companies, associate companies, third party service providers, insurers so far as required for joint marketing purposes/offering various services/report generation and/or to similar services to provide you with various value-added services.

The Privacy Policy may be updated from time to time at CA's sole discretion and/or as per legal requirement. Changes will be effective upon posting of the revised Privacy Policy on the Website.

## VII. THIRD PARTY SERVICE PROVIDERS

The Services on the Website are enabled through various third party service providers, including but not limited to the following:-

- NextGen which will provide hosting services.

CA reserves its right, in its sole discretion, to replace/appoint/re-appoint any or all third party service providers to ensure uninterrupted provision of Services.

#### IX. ELIGIBILITY CRITERIA

You declare and confirm that you are a resident of India, above 18 (Eighteen) years of age, and have the capacity to contract as specified under the Indian Contract Act, 1872, while availing the Services offered herein.

#### X. INTELLECTUAL PROPERTY RIGHTS

The contents of the Website, including its "look and feel" (e.g. text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are the owned/licensed by/to CA and/or its Third Party Service Providers/their licensors and are duly protected by them under applicable copyright, trademark and other laws. You acknowledge and agree that CA and/or its licensors or suppliers own all rights to this Website, the content displayed on the site and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the Services.

#### XI. Limitation of liability

You agree that neither CA nor any of its affiliates, subsidiaries, licensors, suppliers, service providers, third party developers, account providers or any of their affiliates will be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if CA has been advised of the possibility of such damages, resulting from (i) the use or the inability to use the services; (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from CA ; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of anyone on the service; (v) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vi) any other matter relating to the services.

#### XII. MISCELLANEOUS

##### **Service Limitations**

CA will try to make your experience with the Website a productive one. However, CA cannot always foresee or anticipate technical or other difficulties. The Services may contain errors, bugs, or other problems. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that, except as explicitly stated otherwise in these Terms, the Services is provided "AS IS", without warranties of any kind.

CA and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non-availability of the Website, and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason

whatsoever. CA will not be responsible for any liability arising out of delay in providing any information on the Website.

### **Service Changes and Discontinuation**

CA reserves the right to discontinue or suspend, temporarily or permanently, the Services, by giving 48 (forty eight) hours' notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. You agree that CA will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services.

### **Access and Interference**

You agree that you will not:

- a. Post or transmit any file which contains viruses, or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the Services.
- d. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the Services.

### **Restrictions on commercial use or resale**

Your right to use the services is personal to you; therefore, you agree not to resell or make any commercial use of the services.

### **Indemnification**

You agree to protect and fully compensate CA , its affiliates, subsidiaries, licensors, suppliers and service providers, employees, officers and directors, third party service providers and its affiliates, from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys fees) caused by or arising from your use of the Services, your violation of the Terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

### **Electronic Communications**

These Terms and any notices or other communications regarding the Services may be provided to you electronically, and you agree to receive communications from CA in electronic form. Electronic communications may be posted on the Services Website and/or delivered to your registered mobile phones etc. All communications in electronic format will be considered to be in "writing". Your consent to receive communications electronically is valid until you revoke your consent by notifying CA of your decision to do so. If you revoke your consent to receive communications electronically, CA shall have the right to terminate the Services.

### **Arbitration**

Any dispute, controversy or claim arising out of or in relation to this Agreement, including a breach or termination thereof, shall be settled by a sole arbitrator to be appointed mutually by CA and you, 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 Mumbai. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English.

## **Governing Law and Jurisdiction**

The Website specifically prohibits you from usage of any of its Services in any countries or jurisdictions that do not corroborate to all stipulations of these Terms. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Mumbai having exclusive jurisdiction.

Last updated:

**25<sup>th</sup> October 2016**