

TERMS & CONDITIONS

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Please note that Toffee is only collecting or assisting in collecting the premium deposit on behalf of the insurer you have chosen to buy the policy. The acceptance of the deposit as premium and final issuance of the policy is subject to the underwriting norms and discretion of the Insurer whose policy you have chosen to buy on which Design For Use Consulting Pvt. Ltd. has no control. In case policy is not issued, Design For Use Consulting Pvt. Ltd. will ensure that the amount is refunded by the insurer.

By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and

conditions as stated in our Privacy Policy (please refer to the Privacy Policy section below for more information).

THIS AGREEMENT IS IN EFFECT AS OF OCT 15, 2017.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarise yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

RESPONSIBLE USE AND CONDUCT

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

WHEREIN, YOU UNDERSTAND THAT:

In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, payment information, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.

Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorised activities conducted by you, as explained above, and may incur criminal or civil liability. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups,

product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

Contains any type of unauthorised or unsolicited advertising;

Impersonates any person or entity, including any <http://www.ToffeeInsurance.com/> employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of Toffee and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process is covered by our privacy policy.

You agree to indemnify and hold harmless Toffee and its associated company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfil any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defence of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

You agree that this proposal and the declarations shall be the basis of the contract between you/us and insurance companies. You further consent and

authorise insurance companies and/or any of its authorised representatives to seek medical information from any hospital/consultant that you or any person proposed to be insured has attended or may attend in future concerning any disease or illness or injury. The information provided will be the basis of any insurance policy that we may issue. Proposer must disclose all facts relevant to all persons proposed to be insured that may affect insurance companies' decision to issue a policy or its terms. Non-compliance may result in the cancellation / withdrawal of the policy cover.

DECLARATION & WARRANTY ON BEHALF OF ALL PERSONS PROPOSED TO BE INSURED

I/ We hereby declare, on my behalf and on behalf of all persons proposed to be insured that the above statements, answers and/or particulars given by me are true and complete in all respects to the best of my knowledge and that I/We am/ are authorised to propose on behalf of these other persons.

I understand that the information provided by me will form the basis of insurance policy, is subject to the Board approved underwriting policy of the Insurance company and that the policy will come into force only after full receipt of the premium chargeable.

I/ We further declare that I/We will notify in writing any change occurring in the occupation or general health of the life to be insured/ proposer after the proposal has been submitted but before communication of the risk acceptance by the company.

I/We declare and consent to the company seeking medical information from any hospital who at any time has attended on the life to be insured/ proposer or from any past or present employer concerning anything which affects the physical and mental health of the life to be assured/proposer and seeking information, from any insurance company to which health insurance and/or life insurance has been applied, for the purpose of underwriting and/or claim settlement.

I/ We authorize the company to share information pertaining to my proposal including the medical records for the sole purpose of proposal underwriting and/or claims settlement and with any Governmental and/or Regulatory Authority.

PRIVACY

Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, [click here](#).

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By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

The use of our Resources will meet your needs or requirements.

The use of our Resources will be uninterrupted, timely, secure or free from errors.

The information obtained by using our Resources will be accurate or reliable, and Any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

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LIMITATION OF LIABILITY

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Toffee will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

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GOVERNING LAW

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Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in India. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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