

# **Terms & Conditions for Website**

# **General Notice:**

These terms and conditions (Terms & Conditions) are an agreement between the Website Operator (Name of our Company", "us", "we" or, "our") and you, the visitor ("Visitor", "Customer", "User", "you" or "your"). This Agreement sets forth the general Terms & Conditions of your use of the website www.hizuno.com and any of its products or services (collectively, "Website" or "Services").

This Website is created in the interest of the general public who shall have access to the contents of this Website. By accessing this Website and using its content, you acknowledge, and you agree that you have read and understood the following terms of use and you agree to be bound by them. These Terms & Conditions may be revised at any time by updating this posting.

Please read these Terms and Conditions carefully as they contain important information regarding Your legal rights, remedies and obligations with respect to Your use of this Website, including, but not limited to, various limitations, exclusions and indemnities.

By accessing this Website and any pages thereof, You agree to be bound by these Terms and Conditions below and/or any such Terms and Conditions, as are communicated on the pages thereof. These Terms and Conditions may be revised, at any time, by updating this Terms of Use ("TU") without any prior notice and You shall be bound by such revision at all times.

If You do not agree to these Terms and Conditions, as contained below, and/or any revision thereto, as are communicated on the pages thereof, do not go ahead with accessing this Website, or any pages thereof

### Definitions:

"Content" means all materials and content, including designs, editorial, text, graphics, audio-visual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data, directories, guides, news articles, opinions, reviews, images, illustrations, profiles, trademarks, service marks and the like.

"Customer" means a Policyholder accessing this Website for obtaining information on insurance products of Zuno General Insurance, including access to all facilities that are or may be provided/offered to the Visitors, Customers, Users and RZunostered Users, from time to time, on this Website.

"Policy" means the various general insurance and health insurance policies that Zuno General Insurance may introduce and/or put on offer from time to time.

"Policyholder" means a person who purchases a Policy from Zuno General Insurance.

"RZunostered User" means a User, who has rZunostered and created an account with Zuno General Insurance to access enhanced features of the Website.

"Terms and Conditions" means the terms and conditions for use of this Website, as specified herein.





"User" means all users of this Website.

"Visitor" means any person accessing this Website for general information about Zuno General Insurance and/or its products and other facilities offered, from time to time, on this Website.

"Website" means the portal located at the URL, www.hizuno.com

"You"/"Your" means the Visitor or Customer or User, as applicable. In these Terms, all references to the Visitor or Customer 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"

### About The Website:

This Website is designed, developed and maintained by Zuno General Insurance in order to provide information to and communicate better with the general public, who may be interested in knowing more about Zuno General Insurance and the products and services it offers.

Insurance is the subject matter of the solicitation; hence the information made available on this Website is or should not be construed as an offer.

This Website, and the Content available within it, is for informational purposes only. Neither the Website nor the Content available within it constitute professional advice, and neither should be relied upon by You or any third party, including, for example, to operate or promote Your business, secure financing or capital in any form, obtain any regulatory or governmental approvals, or, otherwise, to procure services or other benefits from any entity whatsoever.

Before making any decision or taking any action, You should consult with professional advisors.

### Representation By User:

The Visitor to this Website represents that the Visitor is legally competent to enter into a binding legal contract and agrees to be bound by the Terms and Conditions of use.

### No Warranty:

Although the information contained in this Website has been carefully vetted, the use of this Website shall be at Your own risk. The information and materials contained in this Website, including text, graphics, links or other items, are provided "as is," "as available". Zuno General Insurance does not warrant the accuracy, adequacy or completeness of any information and materials contained in this Website or any part thereof and expressly disclaim liability for errors or omissions in the said information and materials. No warranty of any kind, whether implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the said information and materials. Zuno General Insurance assumes no responsibility to update or amend the Contents of this Website at any given time.

Zuno General Insurance does not represent or warrant that this Website will be available and meet Your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive





properties will be transmitted or that no damage will occur to Your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. Zuno General Insurance makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with this Website.

# <u>Transmitting Over The Internet:</u>

Internet transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. Zuno General Insurance is not liable for malfunctions in communication facilities not under its control, that may affect the accuracy or timeliness of messages and transactions You send.

### Limitation Of Liability:

In no event will Zuno General Insurance be liable for any damages, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this Website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Zuno General Insurance, or its representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other internet resources are at Your own risk and the content, accuracy, opinions expressed therein, and other links provided by these resources are not investigated, verified, monitored or endorsed by Zuno General Insurance.

### Indemnity:

You agree, at Your own expense, to indemnify, defend and hold harmless Zuno General Insurance, its directors and employees, representatives, suppliers and advisors, against any claim, suit, action or other proceeding brought against Zuno General Insurance, its directors and employees, representatives, suppliers and as by a third party, to the extent that such claim, suit, action or other proceedings brought against Zuno General Insurance, 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, including, but not limited to: Your use or someone else's use of Your access to this Website.

Your use/operation or someone using/operating or conducting any transactions, where applicable. A violation of the Terms and Conditions contained herein by You or anyone using Your or any other computer.

A claim that any use of this Website, by You or someone using Your computer, infringes any proprietary right of any third party, or any right of personality or publicity, is libellous or defamatory, or otherwise results in injury or damage to any third party.

Any deletions, additions, insertions or alterations to, or any unauthorized use of, this Website by You or someone using Your computer.

Any misrepresentation or breach of representation or warranty contained herein made by You or any breach of any covenant or agreement to be performed by You hereunder.





You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceedings attributable to any such claim.

Passwords:

The Customer confirms and agrees that he may be given a customer/transaction ID and customer/transaction password for accessing certain services on this Website, which require an authentication process. The Customer confirms and agrees that he will be the sole and exclusive owner and is the only authorised user of the said customer ID and the customer and/or transaction passwords and accepts absolute and sole responsibility for use, confidentiality and protection of such ID/s and password/s as well as for all transactions authorised by such password/s and further, shall ensure that the password/s is/are not revealed to any third party or recorded in any written or electronic form. The Customer confirms and agrees that Zuno General Insurance shall not be responsible for any misuse, mistake/ error or of the outcome thereof.

Any transaction authorised by using the customer ID and customer/ transaction password is deemed to be that of the Customer and Zuno General Insurance is not responsible for any mistake/ error made by the Customer as to the nature of the transaction. If third parties gain access to the services offered through the use of the said customer ID and customer/ transaction password, the Customer shall be deemed to be responsible; and the Customer hereby indemnifies and holds harmless Zuno General Insurance 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.

The Customer shall be responsible for providing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required, at the Customer's end, for accessing and using this Website or related services, and for all communication service fees and charges incurred by the Customer in accessing this Website or related services. It is the Customer's responsibility to ensure that no unauthorised person has access to his unattended computer whilst accessing this Website.

The Customer confirms and agrees that he shall not engage in any criminal/ illegal activity, including but not limited to any communication intending to fraudulently obtain any password or information from persons accessing this Website. The Customer confirms and agrees that besides himself, any person using his computer or any other computer on his behalf shall be bound by the Terms and Conditions contained herein.

Zuno General Insurance shall be entitled, at its sole discretion, to seek offline, written or other confirmation from the Customer of any transaction, as it may deem fit.

### Authority To Zuno General Insurance:

The Customer, irrevocably and unconditionally, authorises Zuno General Insurance to carry out his instructions, effecting such transactions, as may be permitted by Zuno General Insurance, from time to time, in accordance with these Terms and Conditions and such other terms, as may be specified by Zuno General Insurance. Certain transactions shall be effected only after the Customer authorises it by using the customer/transaction ID and password and Zuno General Insurance shall have no obligation to verify the authenticity of any such duly authorised transaction.

# **Evidence Of Transactions:**





In respect of any transactions permitted by Zuno General Insurance from time to time, Zuno General Insurance's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. More particularly, the record of Zuno General Insurance 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. Submissions:

All information submitted to Zuno General Insurance via this Website shall be deemed to be and remain as the property of Zuno General Insurance. Zuno General Insurance shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in the information a Visitor to this Website provides through this Website. Zuno General Insurance shall not be subject to any obligations of confidentiality, regarding submitted information, except as agreed by Zuno General Insurance, or as otherwise specifically agreed under or required by law.

### **QUOTES**

The premium estimate given for private four wheeler & two wheeler is given on the assumption that all previous policies have been renewed continuously without any gap in insurance and no claim has been made in previous policies. The estimate given for other products is approximate and is not final and binding.

The final premium quotation for all products may be viewed by clicking on the "Continue to Buy" tab. You may, at your sole and absolute discretion decide not to proceed with the purchase the policy/product, in the event you do not agree with the final premium quoted by us. Motor policy should be purchased only if the PUC (Pollution under control) is valid.

### CAR INSPECTION

- 1. In case pre-inspection of the vehicle is not completed due to any reason including unavailability of either parties (customer or ZUNO), customer will be eligible to receive refund of full amount paid towards premium payment;
- 2. Policy will be issued subject to clearance of pre-inspection criteria at the satisfaction of the ZUNO. Please be noted that Zuno shall not be liable for any risk which may arise before the policy commencement date.
- 3. Zuno reserves a right to reject the proposal even after completion of the pre-inspection of the vehicle, however the customer will be eligible to receive the refund of the full amount paid towards premium payment

### CONSULTING SERVICES

Any decisions to purchase any policy/product of Zuno will be based solely on the Visitor's independent evaluation of the policies/products of ZUNO, and his/her need for the same. The Visitor has the responsibility to determine whether the policies/products offered by Acko General satisfy the requirements of the Visitor. It is the responsibility of the Visitor to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the Website and the Visitor should consult his/its own legal counsel, business advisor and tax advisor as to the legal,





business, tax and related matters concerning any policies with respect to which guidance is sought or given.

ZUNO General has provided the relevant information in relation to the policies/products on the Website. In the event the Visitor requires any further information or assistance, he/she may contact us at support@hizuno.com

# Links To Third Party Websites:

This Website may contain links to websites operated by parties other than Zuno General Insurance. Zuno General Insurance hereby disclaims liability for any information, materials, products or services posted or offered at any of the said third party websites linked to this Website. By creating a link to a third party website, Zuno General Insurance does not endorse or recommend any products or services offered or advertised on such websites. Such third party, owning and/or handling such other website, may have a privacy policy different from that of Zuno General Insurance and the said third party website may provide significantly different security than that of this Website.

# Enforceability:

Your use of this Website, and the content and features accessed through them, constitutes Your agreement to these Terms and Conditions; and such agreement will be deemed, for all legal purposes, to be in writing and legally enforceable as a signed written agreement.

### Access Restriction:

Zuno General Insurance reserves the right to deny You, at its sole discretion, access to this Website, including any portion thereof, without any prior notice.

### Amendments:

Zuno General Insurance reserves the right to amend these Terms and Conditions at any time without prior notice to You. The latest, fully-amended version of these Terms and Conditions will be published on this Website. If You continue to use this Website after the effective date of any amendment, You will be conclusively deemed to have accepted such amended version of these Terms and Conditions.

# Privacy:

This Website has a privacy statement ("Privacy Policy"). In the process of using this Website, the Privacy Policy shall be applicable.

### No Implied Waiver:

If You do not comply with these Terms and Conditions and Zuno General Insurance does not take action immediately, it is not implied that Zuno General Insurance is surrendering any right/s that it may have (including taking action in the future).





#### Limitation Period:

Any notice, consent, waiver, approval, authorisation or other communication to be delivered in connection with these Terms and Conditions:

- by Zuno General Insurance to You, will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars last shared by you;
- by You to Zuno General Insurance, will be deemed to have been effectively and validly given only if in writing and delivered or submitted to the address mentioned on this Website.

In addition, Zuno General Insurance may also publish notices of general nature, which are applicable to all Visitors or Customers, in a newspaper or on its Website. Such notices will have the same effect as a notice served individually to each Visitor or Customer.

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 You and Zuno General Insurance, may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from this Website. Zuno General Insurance shall be deemed to have fulfilled any legal obligation to deliver to the Customer, if any such document is sent via electronic delivery. Any instructions received from the Customer/ Visitor, by means of electronic delivery or by facsimile, shall be deemed to have been sent on paper.

# Governing Law and Jurisdiction:

These Terms and Conditions are governed by and must be interpreted in accordance with Indian laws. You agree to the exclusive jurisdiction of the courts of Mumbai in respect to any proceedings in connection with these Terms and Conditions or this Website.

### Assignment:

Zuno General Insurance may, at any time, assign its rights and obligations under these Terms and Conditions, in whole or in part, without notice to You. You may not assign these Terms and Conditions without prior written consent from Zuno General Insurance. These Terms and Conditions will inure to the benefit of and bind You and Zuno General Insurance and respective personal and legal representatives, successors and permitted assigns.

# Relationship:

You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between Zuno General Insurance and You as a result of these Terms and Conditions or use of this Website.

### Force Majeure:

Neither You nor Zuno General Insurance will be responsible for a failure to fulfil respective obligations under these Terms and Conditions or for delay in doing so, if such failure or delay is due to circumstances beyond the respective party's reasonable control, such as acts of nature, acts of





government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.

# **Entire Agreement:**

These Terms and Conditions, as amended from time to time, including any and all documents, Website, rules, terms and policies referenced herein, including but not limited to the Privacy Policy, constitute the entire agreement between Zuno General Insurance and You with respect to Your use of this Website.

### Severability:

If any provision of these Terms and Conditions is found to be unenforceable, such invalidity or unenforceability will not affect the remainder of these Terms and Conditions, which will continue to be in full force and effect.

# Third Party Advertising

We may use third-party service providers to serve advertisements on our behalf across the internet and sometimes on this Website. They may collect anonymous information about your visits to Website, and your interaction with our products and services. They may also use information about your visits to this and other Websites. This anonymous information is collected through the use of a pixel tag, which is industry standard technology used by most major Websites. No personally identifiable information is collected or used in this process. Choice

In some cases, ZUNO may share the Information Provider's Personal information and or sensitive personal data/information with our employees, group companies, licensed agents, telemarketers, legal advisers, consultants, Service Providers, auditors etc. In such cases the Information Provider is deemed to have permitted ZUNO to so disclose and use the same for their respective requirements and or for the purpose of their acting on our behalf and or for their offering their Services/products on our behalf. If sensitive personal data/information is collected by us on ZUNO's websites/App/wallet or by any other modes mentioned hereinabove by authorized person/s on behalf of ZUNO only in cases where it is required and considered necessary for offering the respective products/services of ZUNO and group companies of ZUNO and subject to what is stated elsewhere in this privacy policy, ZUNO will use sensitive personal data/information only for offering the ZUNO's products/services. Further, any Personal information or sensitive personal data/information may be disclosed, without consent of Information Provider, to government authorities, courts, statutory authorities, financial institutions/credit bureaus/agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and or as per provisions of laws, or to any third parties as per directions received under laws, as the case may be

# RESTRICTIONS ON USE

You agree to use the Website strictly for your personal use. You agree not to use this Website for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of ZUNO or otherwise compromise or imperil the interests of ZUNO. You





acknowledge that the Website has been developed, compiled, prepared, revised, selected and arranged by ZUNO and others (including certain other information sources) through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of ZUNO and such others. You agree to protect the proprietary rights of ZUNO and all 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 ZUNO or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify ZUNO 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. You may download and retrieve data from the Website on your 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 your exclusive personal use only. You further acknowledge that all the intellectual property in the Website continues to vest with us.

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.

Create a database in electronic or structured manual form by systematically downloading and storing all or any part of the Website save and except such information as relates to your Policy, if you are a Customer. Rent, lease, sell, sublicense, or lend your access to the Website. Cache or permit caching by any person. Do any act that violates our intellectual property in the Website.

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.

Use the Website to violate the security of any computer network, crack pass words or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.

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.

Although ZUNO may, from time to time, monitor or review any facilities, if established or otherwise offered at the Website for discussions, chats, postings, transmissions, bulletin boards, and the like on the Website, ZUNO is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. ZUNO will fully cooperate with any law enforcement authorities or court order requesting or directing ZUNO to disclose the identity of anyone posting any such information or materials.

