

## Terms of Use

Microtap Insurance Broking India Limited (hereinafter referred to as “Microtap” or “We” or “Us” or “Our” or “Company”) welcomes you at ‘www.microtap.in or mobile applications thereof accessible through various internet enabled smart devices (individually and collectively referred to as “Platform”) for providing access and choice to buy insurance products from various insurance companies, and related services and any offerings that are incidental and ancillary thereto (‘Services’), as available on the Platform. Microtap is not an insurance company but a licensed Insurance Broking Company holding a Broking licence from the Insurance Regulatory and Development Authority of India.

THESE TERMS OF USE ("Terms Of Use") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF USE DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

### **1. Governing Document:**

1.1 The Platform is owned by Microtap Insurance Brokers Private Limited a company incorporated under the Companies Act, 2013 with its registered office at 90/31B, First Floor, Malviya Nagar, New Delhi-110017. These Terms of Use available at the Platform govern terms on which Microtap offers the guest users or registered users (hereinafter referred to as "You" or "Your" or "Yourself" or "User") access to the Platform for availing Services. If You transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such transaction. By mere use of the Platform, You shall be contracting with Microtap and these terms and conditions including the policies constitute Your binding obligations, with Microtap.

1.2 We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

### **2. Acknowledgment and Acceptance:**

2.1 Entire Agreement: These Terms of Use together with documents/policies (without limitation) available either at Platform or entered separately by Microtap with You, as applicable, and all other notices, rules, guidelines with respect to Your use of Platform, constitutes the entire agreement (“Agreement”) between Microtap and You.

2.2 You acknowledge and agree that Your usage (defined below) of the Platform are strictly regulated and governed by the terms and conditions of this Agreement.

2.3 PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE PLATFORM, ACCESSING ANY MATERIAL, INFORMATION OR SERVICES, POSTING ANY ADVERTISEMENT/INFORMATION AT OR THROUGH THE PLATFORM. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE PLATFORM.

2.4 By registering on, accessing, browsing, downloading or using (as applicable) the Microtap ISNP or availing any other Service, You automatically and immediately agree to all the T&Cs.

### **3. Eligibility:**

3.1 Services available through or use of the Platform is available only to persons of majority (18 years of age or more) and who can legally component to form a contract under the Indian Contract Act, 1872 (as amended from time to time), or any other act or enactments to which the person is subject.

3.2 Persons who are incompetent, to make a legal and valid contract, for any reason whatsoever (minor, lunatic, insane, undischarged insolvent or otherwise) are not eligible to use Our Platform and avail Our Services. If You are under the age of 18 years or are otherwise incompetent to enter into a legally binding contract, then You must use the Platform, application or Services under the supervision of Your parent, legal guardian, or any responsible adult.

3.3 Further to this, Microtap reserves its right, without assigning any reason, to restrict or limit Your access to the Platform and can further terminate Your access to Platform and deny the Services available through or at Our Platform. This right of suspension / termination of Services of Microtap, is in addition to any other remedy available to Microtap, for access & usage of Platform or availing any of Our Services through Platform, which is in contravention of any of the terms and conditions of Terms of Use or this Agreement or any other applicable law.

3.4 You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age, details or affiliation with any person or entity. In the event of any violation of the T&Cs, Microtap reserves the right to suspend or permanently prevent You from availing any Services of Microtap.

3.5 Before you enter into a contract of insurance, you have a duty under the law to disclose every matter that you know or could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters before you renew, extend, vary or reinstate a contract of insurance.

3.6. If you fail to comply with your duty of disclosure, the insurer may be entitled to repudiate or reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure was fraudulent, the insurer may also have the option of voiding the contract from the beginning (i.e. treating it as if it never existed).

### **4. Important:**

4.1 By accessing, browsing and using this Platform or availing Services, You agree and acknowledge that, You understand this limited and restricted use and accessing, browsing or using this Platform or availing any Services is out of your own free will, discretion and responsibility.

4.2 Microtap reserves its right to modify, suspend, cancel or discontinue any or all sections, or Services at any time without any notice. You agree that Microtap shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Platform.

4.3 You release and indemnify Microtap and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable law. You acknowledge and agree that when You interact with Microtap through Platform or send any

data/email/message or communicate otherwise, You are communicating with Microtap through electronic means and gives Your consent to receive communication through electronic means periodically and as and when required.

4.4

## **5. Services:**

5.1 On the Platform, Microtap provides Users with access to information primarily about insurance products and services including but not limited to general insurance, health insurance and life insurance products and related services (including but not limited to renewals). All information and material available on the Platform is only to assist the User of Platform who are interested in the Services provided by Microtap and who wants to explore more options before concluding their transactions.

5.2 Any User, who avails of the Services after visiting Our Platform, does so solely at his own discretion, risk and responsibility. Microtap does not make any recommendations nor gives any warranty (implied or express), guarantee or otherwise with respect to the quality, functionality, fitness for a particular purpose.

5.3 You acknowledge and agree that details available on the Platform is available for information purpose.

5.4 When You avail of any of the Services after visiting the Platform, You shall alone be responsible to complete the documentation part as per applicable laws and Microtap shall not be responsible for any consequences (including without limitation, cancellation of transaction, incomplete or improper documentation) whatsoever.

5.5 You hereby grant unconditional and unequivocal consent and authorize Microtap while acting on Your behalf for facilitating the transaction on the Platform, to make use of Your vehicle registration number or any other vehicle details as submitted by You on the Platform, to retrieve the information in relation to your motor vehicle or to confirm/ verify respective vehicle details from government or third party websites and applications through use of technological solutions or any other method itself or through third party service providers.

5.6 If You require certain additional services, Microtap is not and shall not be obliged to provide any such additional services.

5.7 Microtap strongly advises you not to test the Platform with false purchases request, as it may put you at substantial personal legal risk. It is a crime to use a false name, other false personal information to buy. Wilfully entering erroneous or fictitious purchase request may result in prosecution by Microtap and/or seller. Please be aware that even if you do not give Microtap, your real name, Your web browser transmits a unique address to Us, which can be used by law enforcement officials to identify You.

5.8 All the Services are provided at the sole discretion of Microtap, and You acknowledges and agree that Microtap can add or provide additional services not listed above, or can remove / suspend / cancel any or all services/products, listed above without any notice or liability.

5.9 The insurance products available on the Our Platform including ISNP are developed, owned, operated and serviced by the respective insurance companies and are being offered or made available to you by us, through Platform/ ISNP, We being a composite insurance broker duly registered with the Insurance Regulatory and Development Authority of India. For more details on risk factors, terms and

conditions, please read the sales brochure/customer information sheet/policy wordings of a particular plan carefully before concluding a sale.

5.10 We do not control or endorse the content, messages or information found in any insurance products provided by insurers and merely acts as an insurance broker. Therefore, we specifically disclaims any liability with regard to the insurance products and services offered by insurers and any actions resulting from your participation in such products and services, and you agree that you waive any claims against Us relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against Us relating to the same. We encourage all our customers to read the insurance policy document carefully and avail the free look facility , where ever applicable, in case the terms and conditions of the insurance policy document don't match your insurance requirements.

5.11 you understand that once you place a cancellation request within the free look period, the policy gets cancelled and entire premium is refunded to you subject to deduction of (i) charges pertaining to medical tests conducted (ii) administrative and service cost like stamp duty etc. and; (iii ) charges for mortality for the period the policy was in force. Please note such deduction is at the sole discretion of the insurer.

5.12 In case of a refund of premium due to an erroneous transaction or cancellation of the insurance policy, the premium paid for an insurance policy will be refunded via cheque or direct credit as per the policy of the insurance company, that you have chosen to buy the product from.

5.13 You agree and acknowledge that for undertaking any financial transactions through Our Platform/ ISNP, We may undertake client/customer due diligence measures and seek information required for know your client (KYC) purposes which as a customer you are obliged to give, while facilitating your request of insurance requirements with the insurers, in accordance with applicable prevention of money laundering laws and rules.

5.14 Insurance is a subject matter of solicitation and the insurance policy issued to you is based on the information provided by you on Our Platform/ ISNP for your contract with the insurer. The insurer underwriting the particular insurance product purchased/ serviced through Us is solely responsible for settling any claim thereunder or taking any decisions on claim settlements. By operation of Our platform or otherwise, We are only acting in the capacity of an insurance broker and does not, in any circumstances, underwrite any insurance business or partake in the conduct of insurance business.

5.15 Although Our endeavour is made to make correct policy/product comparisons, quotes, features, etc., based on the information provided by the insurers, Microtap, its directors, shareholders, officers, employees and point of sale persons are in no way responsible to or liable to any user for his/her decision to purchase an insurance policy or any investment decision, and every prospect/ policyholder shall be solely responsible for the consequences of his/her decision. Tax benefits under the policy will be as per the prevailing income tax laws and are subject to amendments from time to time. For tax related queries/ implications, please contact your independent tax advisor.

5.16 For information on buying insurance, standard claim procedures / documentation, dos and don'ts, general alerts, dealing with intermediaries and FAQs – please visit IRDAI's customer education website - <http://www.policyholder.gov.in/> .

5.17 In providing the services, We act solely as a conduit for introduction to the insurer or service provider and You acknowledge that no fiduciary relationship is established between Us, the client and any other party connected to the services (except to the extent required under applicable law).

## **6. Your Account And Login Options:**

6.1 User may access the Platform or other information and material as available on the Platform, as a guest user, without any requirement of registration. Certain features and information are made available on the Platform for all users (called 'Guest User') who do not need to register or create any account on Platform. However, to avail other certain features, You may need to register / create an account by providing certain details e.g. Your name, contact details, email id etc. ("Your Information").

6.2 Once You register on the Platform by providing Your Information through OTP authentication using Your mobile number, Microtap sets up an account ("Your Account") which is unique to You. Subject to Your compliance with account creation guidelines and any other applicable law, rule, Microtap recognizes You as a registered user (Registered User) and You can login into Your Account and avail the Services. Each user can set up only one user account.

6.3 If You use or access Our Platform or avail any Services through or at Platform as a Registered User, You acknowledge and agree that You shall be solely responsible for maintaining the confidentiality and shall not disclose the details of Your Account to any other person and that any activity occurred under Your Account shall be Your responsibility.

6.4 You agree that when You provide Your Information while registering/creating Your Account with Us, You shall not provide any information which is untrue, false, inaccurate, incomplete or not current and shall not use the details of any other person, or another user's account. Microtap may suspend/delete Your Account or can limit/deny the access to the Platform or Services, any time, if Your Information is found to be untrue, false, inaccurate, not current or pertains to another user's account.

6.5 You agree that collection, storage, sharing or disclosure of Your Information that You provide to Us either as a guest user or Registered User or otherwise shall be governed by the Privacy Policy of Microtap, incorporated herein by way of reference.

6.6 You expressly understand and agree that, to the maximum extent permitted by applicable law Microtap will not be liable for any loss that You may incur as a consequence of unauthorized use of your Account or Account information in connection with the Platform or any Services, either with or without Your knowledge.

6.7 You are obliged to inform Us immediately on becoming aware of and/or suspecting a case of any unauthorized use, disclosure and/or misuse of their access data or of their user account.

6.8 You also agree to ensure to log out from your account on the Microtap ISNP/website at the end of each session. We shall not be liable for any loss or damage arising from your failure to comply with this clause. Furthermore, You are obliged not to use the user account of another person.

6.9 You acknowledge and agree that We may contact you in furtherance of your acceptance of the terms and conditions and your subscription of DND/NDNC service will be waived off accordingly.

6.10 You also consent to the information being stored in the servers of Ours, insurers and/or their service providers/partners.

6.11 You understand that We cannot and do not guarantee or warrant that files available for download through the Our platform/ ISNP will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy Your particular requirements of Internet security and for accuracy of data input and output.

## **7. User Content:**

7.1 Being the originator of any information or material made available by You through the Platform ("User Content"), You are solely responsible for the User Content that You upload, post, publish, transmit or otherwise make available on the Platform. Though Microtap does not pre-screen the User Content Microtap shall have the right (but not the obligation) in their sole discretion to accept, refuse, move, or remove any User Contents that are available via the Platform.

7.2 In case the User Content is in violates/infringes any patent, trademark, trade secret, copyright or any other proprietary or privacy rights of any third party or in contravention of any applicable law, then Microtap at its sole discretion may remove or disable the access to the User Content or any part thereof, without any notice to User.

7.3 Assignment of User Content: You hereby grant Microtap a perpetual, non-revocable, worldwide, royalty-free and sub- licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the User Content and create derivate works of the User Content. You represent and warrant that You own or otherwise control all of the rights to the User Content that You post or that You otherwise provide on or through the Platform; and that, as at the date that the User Content is posted or submitted on the Platform: (i) the User Content is accurate; (ii) use of the User Content does not breach these Terms of Use; and (iii) that such User Content is lawful.

7.4 When You share any feedback or post any comment (including User Content) on Platform, it is deemed non- confidential. Microtap is at liberty to use any such feedback or User Content and You represent that: (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) Microtap is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Microtap may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from Microtap for the feedback under any circumstances.

7.5 Once you have accepted this Terms of Use, we may send alerts to the mobile phone number/email address provided by You while registering with Us for the Log-in service or on any updated mobile number/email address subsequently provided by You. The alerts will be received in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional. If the mobile phone is in 'Off' mode or if the e-mail servers or ids are not functional, then You may not get the alert at all or get delayed messages. We shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold Us liable for non-availability of the SMS/email alert services used by Us in any manner whatsoever.

7.6 The aforesaid alert service mentioned in clause 7.6 provided by Us is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that You observe any error in the information provided in the alert, We shall be immediately informed about the same by You and We will make best possible efforts to rectify the error as early as possible. You shall not hold Us liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert communication through other legal permissible service. The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert service depend on many factors including the infrastructure and connectivity of the service provider. We will not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

7.7 You will indemnify and hold harmless Microtap and the SMS/e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney's fees which We or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an unrelated third party provided by You.

## **8. User's Obligation:**

8.1 Subject to the compliance with all applicable laws, rules and terms and conditions of this Agreement, Microtap grants the User a limited, non-exclusive, non-sub-licensable, non-transferable, revocable and limited permission to access and use the Platform and avail the Services provided through or at the Platform.

8.2 You acknowledge, agree and undertake that Your use of the Platform shall be strictly governed by this Agreement and the following binding principles:

8.2.1 You shall not use or access the Platform or avail the Services by any means other than through the interface that are provided by Microtap.

8.2.2 When You use the Platform or Platform and/or the Services You specifically undertake not to host, display, upload, modify, publish, transmit, update or share any User Content that:

8.2.2.1 belongs to another person and to which the User does not have any right to;

8.2.2.2 is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling,;

8.2.2.3 harms minors in any way;

8.2.2.4 violate any applicable laws or regulations for the time being in force within or outside India;

8.2.2.5 deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

8.2.2.6 impersonate another person or entity;

8.2.2.7 contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

8.2.2.8 threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or events investigation of any offence or is insulting of any other nation;

8.2.2.9 is misleading in any way or shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

8.2.2.10 contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

8.2.2.11 relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever

8.2.2.12 interferes with another User's use and enjoyment of the Platform;

8.2.2.13 refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Platform or any other website;

8.2.3 You shall not engage in any activity that interferes with or disrupts access to the Platform or the Services available through or at the Platform and shall not attempt or involve in the transmission of "junk/phishing mail", "chain emails / letters", "spamming" or "unsolicited mass mailing".

8.2.4 You shall not attempt to gain unauthorized access to any other user's account, Platform any portion or Feature of the Platform, any other systems or networks connected to the Platform, or any computer resource / servers, of Microtap connected with the Platform to provide the Services. You shall not access the Platform, Features or any of the Services offered on or through the Platform, by hacking, password mining or any other illegitimate means or access or copy any Content or User Content on the Platform including any derivatives thereof through manual and/or automated means including but not limited to page scraping, data mining, data gathering, indexing, using software, devices, bots, crawlers, spiders, scripts, deep links, browser plug-ins or breach/disregard/violate any limitations/instructions in robot.txt file if any embedded in Platform or URLs;

8.2.5 You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor disrupt, interfere, breach the security or authentication measures on the Platform or any network connected to the Platform or cause any harm to the Platform, system resources, servers of Microtap connected to or accessible through the Platform.

8.2.6 You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Platform, or any other customer of Microtap, including any other account on the Platform not owned by You, to its source, or exploit the Platform or Service or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Platform;

8.2.7 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name, trade name or domain name used by Us or otherwise engage in any conduct or activity that might spoil the image or reputation of Microtap.

## **9. Audit and Information Sharing:**

9.1 Microtap at all times reserves its right, but not an obligation, to audit the Content, User Content, Features available on Platform or any other material or information posted/uploaded by the User. If at any time, in sole discretion of Microtap, Microtap determines that any Content/User Content or any other material or Feature of the Platform is in contravention of any law for the time being in force or spirit of the terms and conditions of this Agreement or violates the privacy of any person, then Microtap may either remove or edit or block such material without any notice.

9.2 Further to this it is informed that Microtap may share the information pertaining to such instance (with or without demand) with government agency for the purpose of verification of identity of User, or for prevention, detection, investigation, prosecution and punishment. Therefore it is advised to You that You should not involve in any such activities or use which violate any applicable law, rules, regulation or breach the terms and conditions of this Agreement.



9.3 "Contents" or "Content" shall mean any and all information, data, text, photographs, graphics, video, messages, materials, forms, documents or other materials and information which may be viewed or downloaded on or through this Platform.

9.4 "Feature" or "Features": A "Feature" may include any interactive, value addition service or other additional feature. which are introduced or available on the Platform.

**10.Third Party Service Providers:** Microtap uses third-party service providers to assist Microtap in improving our Services and

Platform and to monitor our Users' interests and activities. You hereby authorise Microtap and/or third party service providers engaged by Microtap to collect, use, store, analyse, reproduce, publish, and adapt (either on its own or through third party service provider) the information in relation to Your use of the Platform for the purpose of data analysis and for improving Your experience on the Platform. You acknowledge that this is solely undertaken by Microtap to improve Your experience in relation to the use of the Platform and the provision of such Services shall be subject to such additional terms and conditions of Microtap and/or third party service providers.

#### **11. Payment related information:**

11.1 Access to Platform is free and Users (Registered or Guest) can browse the information/products and avail the Services free of charge.

11.2 Please note that Microtap is only assisting in collection of premium amount on behalf of the insurer, whose insurance product You have chosen to buy. The acceptance of the insurance premium and final issuance of the policy is subject to underwriting norms and discretion of respective insurance company, whose policy You have chosen to buy.

#### **12. License and Platform Access**

12.1 Subject to the compliance with all applicable laws, rules and terms and conditions of this Agreement and/or Additional Terms, Microtap grants the User a limited, non-exclusive, non-sub-licensable, non-transferable, revocable and limited permission to access and use the Platform and avail the Services provided through or at the Platform, subject to the following conditions:

12.1.1 The license shall not include: (i) any resale or commercial use of this Platform or its Contents; or (ii) any derivative use of this Platform or its Contents;

12.1.2 You, your partners, your employees, your agents or any other person associated with you personally or professionally, may not, with or without compensation, prepare any derivative works from, or sell, lease, license, e-mail, reproduce, duplicate, copy, resell, republish, transmit or distribute or otherwise exploit for any commercial purpose via any media, now known or unknown, any Contents from this Platform to any other entity or individual.

12.1.3 No Contents or information on the Platform may be reproduced in any form or incorporated into any internet web-site or any other information retrieval system, either electronic or mechanical. It is a condition of Your use of this Platform that You do not restrict or inhibit any other user from using this Platform.

12.1.4 You shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Microtap without the express written consent of Microtap.

12.1.5 Any software that is available on the Platform is the property of Microtap or its vendors. You may not use, download or install any software available at the Platform, unless otherwise expressly permitted by the Agreement or by the express written permission of Microtap.

12.1.6 Any unauthorized use terminates the permission and the license granted by Microtap under this Agreement to you.

12.2 Modification: All information available on Platform is made available to You on best efforts basis, however, Microtap does not guarantee nor assume any responsibility for the correctness of such information/data. Microtap reserves the right to modify, suspend/cancel, or discontinue any or all sections, or service at any time without notice. In case the information (including without limitation pricing, description and any other information etc.) is found to be not up to date or incorrect, Microtap reserves the right to make modifications and alterations in the information contained on the Platform without notice. You agree that Microtap shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform.

12.3

### **13. Intellectual Property Right:**

13.1 The Platform itself and all Content and other works on the Platform are the copyrighted works of Microtap or its licensors. Any alteration of the Platform or alteration of the material or use of the material contained in the Platform for any commercial purpose is a violation of the copyright of Microtap.

13.2 Platform may contain also contain certain trade-marks, logos or service marks ("Marks"). These Marks are the proprietary to the Microtap or third parties. You are not permitted to use the Marks, in any manner, without first obtaining the written permission of the Microtap or third party that own and control the Marks.

13.3 YOU ACKNOWLEDGE AND AGREE THAT THROUGH YOUR USE OF PLATFORM OR BY AVAILING ANY PRODUCT OR SERVICES THROUGH OR AT PLATFORM, NO RIGHT (EMPRESS OR IMPLIED) IS GRANTED TO YOU IN RESPECT OF SUCH CONTENT. MICROTAP RESERVES THE RIGHT TO CHANGE OR MODIFY THE CONTENT FROM TIME TO TIME AT ITS SOLE DISCRETION.

13.4 You further acknowledge and agree that You shall not copy, reproduce, republish, upload, post, transmit or distribute, the Content available on the Platform, in any way without obtaining the prior permission from Microtap or its licensors. All responsibility and liability for any damages caused by downloading of any data is disclaimed.

13.5 It is clarified that any use of the Platform, Content, Marks or other intellectual property rights of Microtap, in contravention of the terms of this Agreement or any applicable law shall constitute the infringement of such intellectual property right of Microtap or their third party, upon which Microtap or third party may initiate the appropriate legal proceedings against the User.

13.6 Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Microtap owns all intellectual property rights to and into the trademark "MICROTAP", and the Platform, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-

how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

13.7 ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER TO THE USER, ARE RESERVED EXCLUSIVELY TO MICROTAP.

#### **14. Indemnification:**

14.1 You agree to indemnify, defend and hold harmless Microtap and its respective directors, officers, employees and contractors (herein after individually and collectively referred to as "Indemnified Parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnified Parties that arise out of, result from, or in connection with (i) Your breach of the Agreement(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, Your use

of the Platform; or (iii) any claim that any User Content, information or materials provided by You caused damage to a third party; or (iv) Your violation of any rights of another, including any intellectual property rights.

14.2 Microtap may notify You of any claims which You shall be liable to indemnify Microtap against. You will then be required to consult with Microtap regarding the course of action to be undertaken in defending such a claim. Further, You shall not compromise or settle any claim or admit any liability or wrongdoing on the part of Microtap without the express prior written consent of Microtap which can be withheld or denied or conditioned by Microtap in its sole discretion.

#### **15. Disclaimer of Warranty and Liability:**

15.1 ALL CONTENT, OR INFORMATION PERTAINING PLATFORM OR ANY PRODUCT / SERVICES ARE PROVIDED TO YOU ON

"AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING

THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15.2 WHEN YOU ACCESS THE PLATFORM OR AVAIL ANY PRODUCT OR SERVICES AT OR THROUGH PLATFORM, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, AND SERVICES PUBLISHED ON OR PROMOTED THROUGH THIS PLATFORM. WITHOUT LIMITING THE FOREGOING, MICROTAP MAKES NO WARRANTY THAT:

15.2.1 THE PLATFORM OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;

15.2.2 THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE

15.2.3 THE QUALITY OF THE PLATFORM OR SERVICES WILL MEET YOUR EXPECTATIONS; OR

15.2.4 ANY ERRORS OR DEFECTS IN THE PLATFORM OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MICROTAP OR THROUGH

THE PLATFORM / CONTENT OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

15.2.5 PLATFORM WILL BE OR CONTINUOUSLY AVAILABLE, OR THAT THIS PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND OTHER CODES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES.

15.2.6 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO THE APPLICABLE LAW, MICROTAP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED RELATED TO PLATFORM, CONTENT, USER CONTENT, SERVICES, ARISING UNDER INTELLECTUAL PROPERTY RIGHT, LIBEL, PRIVACY PUBLICITY, OBSCENITY OR OTHER LAWS. MICROTAP ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT.

15.3 NOTWITHSTANDING ANYTHING TO CONTRARY IN THE AGREEMENT(S), IN NO EVENT SHALL MICROTAP AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR WHETHER OR NOT MICROTAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE PLATFORM, SERVICES, CONTENT, USER CONTENT.

15.4 YOU FURTHER ACKNOWLEDGE AND AGREE THAT IF YOU PURCHASE/DOWNLOAD THE PLATFORM FROM OTHER THIRD PARTY SERVICE PROVIDERS (e.g. GOOGLE PLAY STORE, APPLE ETC.), THEN NEITHER MICROTAP NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE HELD LIABLE FOR ERROR OR FAILURE ON THE PART OF THE PLATFORM TO FUNCTION PROPERLY. YOU SHALL FOLLOW THE RULES/GUIDELINES BEFORE DOWNLOADING/INSTALLING THE PLATFORM AS RECOMMENDED BY THIRD PARTY SERVICE PROVIDERS.

15.5 MICROTAP ENTIRE AND AGGREGATE LIABILITY TO YOU UNDER AND IN RELATION TO THESE TERMS OF USE OR OTHERWISE SHALL NOT EXCEED THE GREATER OF INDIAN RUPEES ONE HUNDRED (INR 100) OR THE AMOUNT OF FEES, IF ANY, PAID BY YOU TO MICROTAP UNDER THE RELEVANT ORDER TO WHICH THE CAUSE OF ACTION FOR THE LIABILITY RELATES.

**16. Governing Law and Jurisdiction:** This Agreement or the documents incorporated herein by reference shall be governed and construed in accordance with the laws of India. All disputes arising under this Agreement between You and Microtap shall be subject to the exclusive jurisdiction of courts at New Delhi, India.

### **17. Force Majeure**

17.1 Microtap shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein.

17.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of Microtap, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, pandemic, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions, breakdown

and/or hacking of the Platform and/or Contents provided and/or services under the Platform, such that it is impossible to perform the obligations under the Agreement, or any other cause or circumstances beyond the control of Microtap hereto which prevents timely fulfilment of obligation of Microtap.

## **18. Miscellaneous:**

18.1 **Notice:** Except as explicitly stated otherwise, any notices shall be given by postal mail/email

18.1.1 On behalf of Microtap to:

Microtap Insurance Broking India Limited Attn: Grievance Officer

Address: A-110, Sector-5, Noida -201301, Uttar Pradesh, India

Email: grievance@microtap.in

18.1.2 On behalf of User to

All notices with respect to these Terms of Use from Microtap will be served to You:

By email (as provided by You at the time of Registration or communicating with Microtap) or by general notification on the Platform.

18.2 **Assignment:** You cannot assign or otherwise transfer the Agreements, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Microtap's rights and/or obligations under the Agreement are freely assignable or otherwise transferable by

Microtap to any third parties without the requirement of seeking Your prior consent. Microtap shall have right to transfer Your Account and Account Information to a third party who purchases Microtap's business as conducted under the Platform.

18.3 **Severability:** If any clause of this Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the Agreement.

18.4 **Waiver:** Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

18.5 **Independent Contractor:** You and Microtap are independent contractors, and nothing in these Terms of Use will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between You and Microtap.

18.6 **Contacting You:** By accessing Our Platform and/or availing any service or product at or through Our Platform, You give Your consent to Us and both our associate partners (including Dealers, financial institutions etc.) to communicate with You through phone calls/SMS/email communication etc. regardless whether your number is registered in the National Do Not Call Registry (NDNC) or [www.nccptrai.gov.in](http://www.nccptrai.gov.in)

18.7 **Survival:** Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement.

18.8 **Grievance Officer:** In compliance with Information Technology Act, 2000 and the rules made thereunder, the Grievance Officer of Microtap for the purpose of this Agreement shall be the following:

- Name: Nikhil Singh
- Contact Number: 7065064929
- E-mail: [grievance@microtap.in](mailto:grievance@microtap.in)
- Working Days: Monday to Saturday
- Working Hours: 09:30 am to 6:00 pm

18.9 Additional terms and conditions may apply in order for You to avail specific Services and to specific portions or features of the Microtap ISNP. You agree to abide by such other terms and conditions, including where applicable representing that You are of sufficient legal age or legally qualified to use or participate in such service or feature.

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