

TERMS OF USE

Apollo 24|7 Insurance Services Limited is a Company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at No.19, Bishop Gardens, R.A. Puram, Chennai, Tamil Nadu - 600028, India (hereinafter referred to as “Apollo” or “We” or “Us” or “Our” or “Company”). The website www.apollo247insurance.com or any mobile applications thereof (individually and collectively referred to as “Platform”) is owned and operated by the Company.

The Platform can be accessed by any person (“You”, “Yours”, “User”) through various internet enabled smart devices to choose from the various insurance products from various insurance companies with whom the Company has entered into an Agreement for offering the Insurance Products along with related services and any offerings that are incidental and ancillary thereto (“Services”), as available on the Platform. Apollo is not an insurance company but a licensed Corporate Agent Company holding a valid Corporate Agent licence from the Insurance Regulatory and Development Authority of India (“IRDAI”).

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.

The access of the Platform is subject to the notices, terms, and conditions set forth in these Terms of Use, read with the Privacy Policy along with other policies which can be accessed by the User as available on the Platform.

1. Governing Document:

- 1.1 These Terms of Use available at the Platform govern Your usage of the Platform and availing Services thereunder. If You transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such transaction.
- 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 Services as available on the Platform.
- 1.3 The Company may assign, transfer, and subcontract its rights and/or obligations under these Terms of Use to any third party, as it may deem fit, and you shall continue to be bound by these Terms of Use in the event of such assignment, transfer, or subcontracting.
- 1.4 Our Platform is operated, and services are provided in compliance with the laws in India and the Company shall not be liable to provide any Services availed by you in locations outside India. If you access our services from locations outside India, you do so at your own risk and you are solely liable for compliance with applicable local laws. The User agrees to use the service to authorize an individual and get the services from the third party on his/her behalf. Where you use any third-party website or the services of any third party, you may be subject to alternative or additional terms and conditions of use and privacy policies of the respective third party/s.

2. Acknowledgment and Acceptance:

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

- Privacy Policy.
- Grievance Redressal.
- Fraud Detection and Identification.
- Cancellation and Refund.
- Disclaimer.

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.

3. Eligibility:

3.1 When You use the Platform, You represent that You meet the following primary eligibility criteria:

- a. You are at least 18 years old or accessing the Platform under the supervision of a parent or guardian, who in such a case will be deemed as the recipient / end-user of the Services (as defined in these Terms of Use) for the purpose of these Terms of Use.
- b. If Your age is below that of 18 years, your parents or legal guardians can transact on behalf of You if they are registered users.
- c. You are legally competent to contract, and otherwise competent to receive the Services (as defined in these Terms of Use). Persons who are “**incompetent to contract**” within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents, etc. are not eligible to use the Platform.
- d. You have not been previously suspended or removed by the Company or any other Apollo group entity or disqualified for any other reason, from availing the Services.
- e. The Company reserves the right to terminate your membership and/or refuse to provide You with access to the Platform if the Company discovers that You are under the age of 18 years.
- f. Your registered id can only be utilized by You wherein Your details have been provided and We do not permit multiple persons to share a single login/ registration id.
- g. We reserve our rights to refuse access to use the Services offered at the Platform to new Users or to terminate access granted to existing Users at any time without assigning any reasons for doing so and you shall have no right to object to the same.
- h. You agree and acknowledge that You shall (i) create only 1 (one) account; (ii) provide accurate, truthful, current, and complete information when creating your account and in all Your dealings through the Platform; (iii) maintain and promptly update your account information; (iv) maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer; (v) promptly notify the Company if You discover or otherwise suspect any security breaches relating to the Platform; and (vi) take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.
- i. We at Our discretion, reserve the right to permanently or temporarily suspend Users, to bar their use and access of the Platform, at any time while We investigate complaints or alleged violations of these Terms of Use or any Services, or for any other reason.

4. Services:

4.1 On the Platform, the Company 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 the Company and who wants to explore more options before concluding their transactions.

- 4.2 Any User, who avails of the Services after visiting Our Platform, does so solely at his own discretion, risk and responsibility. The Company 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.
- 4.3 You acknowledge and agree that details available on the Platform is available for information purpose.
- 4.4 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 the Company shall not be responsible for any consequences (including without limitation, cancellation of transaction, incomplete or improper documentation) whatsoever.
- 4.5 You hereby grant unconditional and unequivocal consent and authorize the Company 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.
- 4.6 All the Services are provided at the sole discretion of the Company, and You acknowledges and agree that the Company 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. Your Account And Login Options:
 - 5.1 You 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.
 - 5.2 Once You register on the Platform by providing your information through OTP authentication using Your mobile number, the Company sets up an account which is unique to You and You can login into your account and avail the Services.
 - 5.3 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.
 - 5.4 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. The Company 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.
 - 5.5 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 the Company, incorporated herein by way of reference.

5.6 You expressly understand and agree that, to the maximum extent permitted by applicable laws the Company 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. User Content:

6.1 Being the originator of any information or material made available by You through the Company's Platform ("**User Content**"), You are solely responsible for the User Content that You upload, post, publish, transmit or otherwise make available on the Platform including all information submitted by You while availing the Services.

6.2 In case the User Content 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 the Company may at its sole discretion may remove or disable the access to the User Content or any part thereof, without any notice to User.

6.3 You hereby grant the Company 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. Payment related information:

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

7.2 The Company is only aiding 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.

8. Your use of the Platform:

8.1 As an end-user and recipient of Services, when You use the Platform, You agree to the following conditions of use:

A. Due diligence conditions:

a. You are solely responsible for the medical, health, and personal information you provide on the Platform, and You are requested to use Your discretion in providing such information.

b. You will provide accurate and complete information everywhere on the Platform, based on which You will receive the Services.

c. You will be solely responsible for all access to and use of this site by anyone using the password and identification originally assigned to you whether or not such access to and use of this site is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to You.

- d. The information provided by You may be used by us for the purpose of Services including analysis, research, training, and disclosure (where required) to our affiliates, group companies, agents and government authorities, etc., as stated in Our Privacy Policy. Please separately review and consent to Our Privacy Policy, accordingly.
- e. The information provided by You can be retained by us and can be used without revealing Your identity, as per Our Privacy Policy.
- f. We reserve Our rights to refuse Service or terminate accounts at Our discretion, if we believe that
- g. You have violated or are likely to violate applicable law or these Terms and Conditions.

B. Scope of Services:

- a. The Services availed by You via the Platform is an arrangement between You and the Insurance Company that You select. The Platform only facilitates connections between You and the Insurance Company and bears no responsibility for the outcome of Policy purchased by You.
- b. We shall not be liable for deficiency or shortfall in the Insurance Policy purchased by You. Users are advised to use their discretion and read the Insurance Policy documents carefully.
- c. If You are redirected to, or visit, any other website or app from the Platform, including for the purposes of browsing, or when the placement and/or fulfilment of an order of any product/service (or any other aspect related thereto) takes You to a different website/platform, We will not be responsible for products or services received or purchased by You on such other website or platform, or any aspect of your experience on such website or any representations and details provided on such website/platform concerning products/services being displayed or sold by such website/platform.
- d. You may view and access the content available on the Platform solely for the purposes of availing the Services, and only as per these Terms and Conditions. You shall not modify any content on the Platform or reproduce, display, publicly perform, distribute, or otherwise use such content in any way for any public or commercial purpose or for personal gain.

C. Prohibitions:

- a. You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Platform or any portion of it unless expressly permitted by the Company in writing.
- b. You may not make any commercial use of any of the information provided on the Platform.
- c. You may not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity.
- d. You may not upload any content prohibited under applicable law, and/or designated as **“Prohibited Content”**.
- e. You may not assign, transfer, or sub-contract any of your rights or obligations under these Terms or any related order for Products to any third party, unless agreed upon in writing by the Company.

9. Prohibited Content:

You shall not upload to, distribute, or otherwise publish through the Platform, the following Prohibited Content, which includes any content, information, or other material that:

- a. belongs to another person and which you do not own the rights to;
- b. is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, or otherwise inconsistent with or contrary to the laws in force;
- c. is hateful, racially or ethnically objectionable, disparaging of any person;
- d. relates to or seems to encourage money laundering or gambling,
- e. harm minors in any way;
- f. infringes any patent, trademark, copyright, or other proprietary rights;
- g. violates any law in India for the time being in force;
- h. deceives or misleads the addressee about the origin of your message and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- i. communicates any information which is grossly offensive or menacing in nature;
- j. impersonates another person;
- k. contains software viruses or any other computer code and malicious programs;
- l. File or program designed to interrupt, destroy or limit the functionality of any computer resource;
- m. threatens the unity, integrity, defence, security, or sovereignty of India, friendly relations with foreign states, or public order, promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- n. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
- o. incites any offence or prevents investigation of any offence or insults any other nation;
- p. You also understand and acknowledge that if you fail to adhere to the above, we have the right to remove such information and/or immediately terminate your access to the Services and/or to the Platform.

10. Indemnity

You agree to indemnify and hold the Company (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this Terms of Use, your violation of any law or the rights of a third party, or your use of the Platform.

11. Limitation of Liability

- a. The Services availed by you from an Insurance Company via the Platform are provided to You by the Insurance Company you select, and not by the Company. The limitation of liability specified in this section also applies to any Services availed by You from any third-party seller of services listed on the Platform.
- b. The Platform only facilitates communications between You and the Insurance Company and as such the Company bears no responsibility for the quality and outcome of any such Services obtained by You from the respective Insurance Company, to the extent permitted by applicable law.

- c. The Company itself does not provide any Insurance services. The Company is merely acting as a Corporate Agent of the Insurance Company. If You receive any advice and/or instructions from an Insurance Company You have contacted through the Platform, You are solely responsible for assessing such advice and/or instructions, and the consequences of acting on such advice and/or instructions, and all follow-up action, including following the Insurance Company's instructions.
- d. In the event that the Company markets or promotes any Services to You, please note that such Services will be provided by the relevant Insurance Companies, and You are responsible for undertaking an assessment regarding the suitability of such Services and such Insurance Companies for Your purposes. Marketing or promotion of Services should be considered as being for informational purposes only, and does not constitute expert advice on the suitability of such services for Your specific insurance needs.
- e. The Company advises the Users to make an independent assessment in respect of its accuracy or usefulness and suitability prior to making any decision in reliance hereof.
- f. To the extent permitted by applicable law, the Company or its affiliates or any Apollo group companies will not be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to: (i) these Terms and Conditions and Privacy Policy; (ii) Your use or inability to use the Platform; (iii) Your use of any third party services including Services provided by any Insurance Companies you contacted through the Platform.
- g. The Company does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services that the Company offers and the Company expressly reserves the right to correct any pricing errors on the Platform.
- h. All information, software, products, and services are provided on "AS IS" basis and without warranty of any kind.

This section shall survive the termination of this Agreement and the termination of Your use of our Services or the Platform.

12. Data & Information Policy

We respect your right to privacy in respect of any personal information provided to us for the purposes of availing our Services. To see how we collect and use your personal information, please see our Privacy Policy.

Account Deletion: Users have the right to delete their user account and personal information at any time, in line with the Company's commitment to data privacy and applicable laws. The Company will delete the user's data within 45 days of the account deletion request, and no further communications will be sent. Retrieval of deleted data will not be possible, except upon specific user request for account reactivation. The Company will mark the phone number as 'inactive' after account deletion, allowing subsequent logins without data retrieval.

13. Intellectual Property and Ownership

All Confidential Information, including the inherent intellectual properties ("IP") which has been developed by the Company or its affiliates or by third parties under contract to the Company to develop same or which has been purchased by or licensed to the Company, remains the sole and exclusive property of the Company.

You shall be bound by the following obligations with respect to ownership of Intellectual Properties:

- i. All works materials, software, documentation, methods, apparatus, systems and the like prepared, developed, conceived, or delivered as part of or in connection with the Services and all tangible embodiments thereof, shall be considered IP for any use of Our Platform under this Agreement.
- ii. The Company shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all Services. To the extent that exclusive title and/or ownership rights may not originally vest in the Company as contemplated herein, You hereby irrevocably assigns all rights, title, and interest, including intellectual property and ownership rights, in the Services and information to the Company, and shall cause Your representatives to irrevocably assign to the Company all such rights in the IP.
- iii. All uses of any trademarks, service marks, and trade names in the Services or in the performance of the Services, and the goodwill associated therewith, whether by You or third parties, inures and shall inure to the benefit of the Company.
- iv. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Platform or the materials therein. The materials on the Platform or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.
- v. No use of these may be made without the prior written authorization of the Company.

14. Miscellaneous:

14.1 Third Party Links and Resources

- a. Where the Platform contains links to other sites and resources provided by third parties (including where our social media sharing plug-ins include links to third-party sites), these links are provided for your information only. We have no control over the contents of those websites/platforms or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- b. The Company is neither guaranteeing nor making any representation with respect to the goods or services made available or sold by such third-party. The Company does not provide any warranty or recommendation in relation to the products and/or services made available to you by such third parties during your access or use of such third-party website/platform including in relation to delivery, services, suitability, merchantability, reliability, availability or quality of the products and/or services.
- c. You shall not hold the Company, its group entities, affiliates, or their respective directors, officers, employees, agents, and/or vendors responsible or liable for any actions, claims, demands, losses, damages, personal injury, costs, charges, and expenses which you claim to have suffered, sustained or incurred, or claim to suffer, sustain or incur, directly or indirectly, on account of your use or access of third party website/platform.
- d. The use of such a link to visit the third-party website/platform implies full acceptance of these Terms and Conditions. The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content available on or through any such third-party linked website, including without limitation any form of transmission received from any third party website or its server.

14.2 Amendments

- a. We may from time to time update or revise these Terms and Conditions. Every time you wish to use the Platform, please check the relevant Terms and Conditions and Privacy Policy to ensure you understand the terms that apply at that time.

14.3 Force Majeure

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any contract when caused by events that are beyond our reasonable control (“**Force Majeure**”). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- a. Strike, lockout or other forms of protest
- b. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- d. Inability to use public or private transportation and telecommunication systems.
- e. Acts, decrees, legislation, regulations or restrictions of any government or public authority including any judicial determination.

Our obligations deriving from any contracts should be considered suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time we shall communicate to you, not being less than the time that the situation of Force Majeure lasted.

14.4 Termination

- a. We may terminate this arrangement at any time, with or without cause. If you wish to terminate this arrangement, you may do so at any time by discontinuing your access or use of this Platform.
- b. We reserve the right to refuse the use of Services immediately in case your conduct is deemed by us to be in contravention of applicable acts, laws, rules, and regulations or these Terms and Conditions or considered to be unethical/immoral; and
- c. For change in law specifically, we reserve our rights to suspend our obligations under any contract indefinitely, and/or provide Services under revised Terms and Conditions.

14.5 Applicable Laws, Jurisdiction, And Dispute Resolution

- a. The use of our Platform shall be governed by the laws applicable in India, without reference to the conflict of laws principles;
- b. Any dispute relating to the use of our Services shall be subject to the exclusive jurisdiction of the courts at Chennai, India; and
- c. If any dispute, difference, or claim arises between Us and You in connection with this Agreement or the validity, interpretation, implementation, or alleged breach of this Agreement or anything is done, omitted to be done pursuant to this Terms and Conditions, You shall first endeavour to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through conciliation and negotiation within 30 days after the commencement of such conciliation or within such period mutually agreed in writing, then We may refer the

dispute for resolution by arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time (the “**Act**”) by a sole arbitrator to be appointed mutually by both the Parties. In the event the parties fail to agree on a sole arbitrator, a sole arbitrator shall be appointed in accordance with the Act. The seat and venue of arbitration will be in Chennai. The Arbitration shall be conducted in the English language.

14.6 Severability

- a. If, for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

14.7 Waiver

- a. No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company to, or a waiver by the Company of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14.8 Contact Us

- a. If you have any questions concerning the Platform and the Terms and Conditions, you may contact Mr. Prateek Tomar, our Grievance Officer cum Principal Officer at grievance.officer@apollo247insurance.com. Please note that upon lodging a complaint, a ticket number shall be given to you by which you may track the status of your complaint.