

Online Services - Terms and Conditions Agreement

These terms and conditions agreement ('Agreement') should be read, understood and accepted by You (as defined below) before using any of the Online Services provided hereunder. This is a legally binding contract between You and Oman Insurance Company P.S.C. ('OIC') establishing the terms and conditions under which the Online Services may be used. This Facility is offered to You on the condition that You accept this Agreement without modification or reservation or qualification of or in respect of any of the terms, conditions and notices contained herein prior to using, accessing and/or browsing this Facility. The use of the Facility implies that You have fully read, understood and accepted these terms and conditions. These terms and conditions are in addition to the terms and conditions as applicable to You under your Policy terms and conditions and/or any other agreement if entered between You and OIC, wherein in the event of conflict between any term and conditions of this Agreement and any other agreement, the terms and conditions of this Agreement shall supersede and prevail .

If (a) You are not the Customer or do not have the legal authority to bind the Customer or to act on behalf of the Customer, and/or (b) If you are not in agreement to any the terms and conditions as mentioned in this Agreement, and/or (c) if you are not a UAE resident then you are instructed to discontinue and 'Decline' immediately these terms and conditions and contact us on our toll free number to obtain your policy quotation/details.

Now therefore for good and valuable consideration, the sufficiency of which is hereby acknowledged,

The Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions:

In this Agreement, the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

Customer means any natural or legal person within UAE enquiring or applying for an Insurance Policy or having been issued a Policy and/or wishes to conduct a Transaction through the Facility.

Confidential Information means all confidential information (howsoever recorded, preserved or disclosed) disclosed by OIC or its representatives to You, in connection with this Agreement anytime including:

- (a) business strategies, business arrangements, computer and network operations, functions and systems architecture; or
- (b) any technical, financial or commercial information; or
- (c) any information that would be regarded as confidential by a reasonable person; or

but not including any information that:

- (a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the Party to whom the information relates (except that any compilation of public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
- (b) the Parties agree in writing is not Confidential Information or may be disclosed; or
- (c) was available to the Receiving Party on a non-confidential basis prior to the disclosure by the Disclosing Party;

Disclosing Party means a Party to this Agreement which discloses directly or indirectly Confidential Information to the other party.

Facility means the use of and access to OIC Technology which enables You to conduct various Transactions including but not limited to view, read, enter Customer details and material information, enquire about OIC Products, complete and submit the Transaction Forms, pay premium, print your insurance Policy, invest/redeem/ switch Funds, view your fund details, etc .

Intellectual Property means all current and future legal and/or equitable interests in copyrights, database rights, confidential information, stationary, stamps, logos, trademarks, patents, designs or other Intellectual Property rights

OIC Technology means the technology of and/or provided by OIC and/or accessed by the User to conduct various Transactions and/or to enquire about OIC's Products including but not limited to, the computer software and hardware; online access to websites, webpages, webchat facility, computer software and/or hardware; programmes, data banks, accessories, electronic risk selection criteria, underwriting and ratings guidelines and manuals provided and/or accessed to by the User including to enable him to perform its obligations as agreed to under this and/or other agreement(s) between the Parties;

Online Service means any or all of the functionalities and modules of the Facility available to You

Personal Information means all or any of the information of provided by the User and/or the Customer to OIC during the Transaction including as in the Proposal Form, and as updated from time to time.

Policy or Insurance Policy means a policy of insurance issued or to be issued by or on behalf of OIC to a Customer in accordance with OIC's underwriting criteria;

Products means the insurance products offered by OIC through this Facility;

Receiving Party means a Party to this Agreement that receives Confidential Information directly or indirectly from a Disclosing Party;

Service means any or all of the functionalities and modules of the Facility available to the User

Transaction means any transaction/enquiry initiated (whether or not concluded) by the User through the Facility, including but not limited to enquiring, generating any quotation and/or applying for an insurance Policy through the Facility, switching, investing, redeeming any Fund, view Funds' performance, generate various reports, statements, and/or any other instruction as provided by the User to OIC through such Facility

Transaction Form refers to the details entered and submitted through the Facility for underwriting consideration of OIC along with any other data/information as available/provided to OIC whether verbally or in writing (whether or not through the Facility). The details submitted through the Transaction Form will be the basis of issuance/amendment of any insurance Policy to be/ issued by OIC to the Customer.

User/ You means the Customer and/or any individual accessing this Facility, and the word 'Your' will be construed accordingly.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted

assigns. A reference to any "Party" shall include that Party's personal representatives, successors or permitted assigns.

- 1.3 A reference to a document is a reference to that document as varied, amended, extended, supplemented or novated (in each case, other than in breach of the provisions of this Agreement) and shall include any document which is supplemental to or expresses to be collateral with or is entered into pursuant to, or in accordance with the terms of the Agreement. Any amendments, modifications, addendums to this Agreement shall form an integral part of this Agreement and shall be construed therewith.
- 1.4 A references to a "law" or "regulation" shall be construed as encompassing any UAE laws, regulations, decrees, rules or guidelines issued by a relevant governmental body, department, agency or regulatory as may apply to the subject matter of this Agreement
- 1.5 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.
- 1.6 The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement

2 **Use of Facility**

- 2.1 The Facility is deemed to be in use or is being accessed by You when it is loaded and/or continues to be loaded in temporary or permanent memory of Your computer or similar system or in the internet browser thereof.
- 2.2 Should You require any further clarification or support at any stage on the Facility including the Transaction, You are instructed not to proceed and to contact the support/contact numbers of OIC and/or its service provider for further assistance
- 2.3 You expressly agree that You will not impersonate any individual/entity while using this Facility. Your use of the Facility is solely for enquiring and/or applying and/or printing/amending specific insurance Policy only and such use of the Facility is at Your sole risk. The Facility is provided on an "as is" and "as available" basis. You agree to abide by all UAE laws while using the Facility including while posting any enquiry on the web-chat module, if any.
- 2.4 You will be responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at Your end for accessing and using the Facility, and for all communications service fees and charges incurred by You in accessing or availing the Facility.
- 2.5 You hereby irrevocably authorize OIC to accept and act upon Transactions instructed to OIC and You will be bound by all such instructions and Transactions initiated or concluded through the Facility including submission of Proposal Form , payment of all related premiums, charges, expenses as required or requested by OIC
- 2.6 You accept that the cut-off time for a business day is the same as OIC's normal business hours in the UAE from Sunday to Thursday. All requests received after the cut-off time or on a bank holiday will be deemed to have been received on the following business day.
- 2.7 You agree that OIC shall in no circumstances be liable for any loss or damage arising from requests submitted to OIC where the time of receipt of such requests by OIC does not fall during the normal business timings of OIC.
- 2.8 You accept that any Transaction will only be completed as and when the process is successfully concluded and thereafter acknowledged by OIC.

- 2.9 In consideration for access to the Facility and for Your use of the Facility, You agree to, provide true, accurate, and current and complete information and data and all other information as prompted or required by the Facility.
- 2.10 If You provide any information that is untrue, inaccurate, not current or incomplete, or not kept current, or if OIC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, OIC has the right to suspend or terminate the Facility and/or Your quotation and/or Your Policy (if issued) and/or Your access to the Facility (or any portion thereof).
- 2.11 In the event that any untrue or inaccurate information or information not current or complete has formed the basis of any Transactions including issuance of Policy, the said Transactions shall be either voidable at the option of OIC, or wherever applicable or necessary void ab-initio. In the event of not providing true, correct and complete data and information the Facility could also fail or be deficient.
- 2.12 You hereby undertake to have clearly understood and to be in agreement that:
- (i) If any detail mentioned and/or declared to OIC through the Facility including the submitted Proposal Form is found fraudulent and/or unfounded, OIC reserves its right to forfeit all benefits payable under the Policy and/or consider the Policy as void/void ab-initio at OIC's sole discretion without recourse to the Customer.
 - (ii) The observance by the Customer of the terms of the issued insurance Policy and the truth of statements and answers by You/the Customer in the Proposal Form and/or any other material information provided through the Facility shall be condition precedent to any liability of OIC. If the circumstances in which the Insurance Policy was issued are materially altered without the written consent of OIC, the Insurance Policy may be considered null and void.
 - (iii) Please ensure that you are at all times in compliance to the Policy terms and conditions, which at all times shall supersede and prevail.
- 2.13 You hereby acknowledge that OIC is required to comply with relevant provisions of sanctions and the anti-money laundering and anti-terrorist financing laws of United Arab Emirates (UAE) including those issued by UAE Insurance Authority pertaining to Anti Money Laundering and Combating Financing of Terrorism, as well as all related laws and instructions issued by the UAE Central Bank from time to time and You agree to provide all relevant details/records to OIC promptly upon OIC's request.
- 2.14 Any Transactions initiated by You shall be deemed to be that of and initiated by You and OIC is not responsible for any misuse of the Facility or the Services. It is Your responsibility to ensure that no unauthorised person has access to its computer unattended whilst accessing the Facility. If third parties gain access to the Facility or any of the Services offered as part of the Facility through your computer, You shall be deemed to be responsible and You hereby agree to fully indemnify and hold harmless OIC 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 misuse. Under no circumstances shall OIC or anyone involved in creating, producing, delivering or managing the Facility be liable for any direct, indirect, incidental, special or consequential damages that result from the use of the Facility including any of the Services.
- 2.15 The receipt of the filled up Transaction request/form and payment of any amount/ premium by OIC does not create any obligation upon OIC to underwrite the risk. OIC will not be liable until it has underwritten the risk and specifically issued the Policy/verified and completed the Transaction. OIC retains the right to decline, reject, suspend, put on hold, request more clarification/information on any proposal/Transaction submitted through the Facility You understand that the quoted amounts may increase or decrease and terms and conditions may be amended/supplemented basis the underwriting risk assessment done by OIC. The availability of any information, advice and guidance, if any, on the website, does not constitute a recommendation or representation by the Company for buying any policy. Any decision to

purchase a policy will and should be based solely on Your own evaluation of Your requirements and the terms, conditions and exclusions of the Policy offered by the Company. Any submission/intimation of claim form does not constitute acceptance of liability by OIC.

- 2.16 In the event of any conflict in the premium amount (whether displayed or paid) through the Facility and the actual premium amount required by OIC for issuance or renewal of Your insurance policy, the actual premium amount as required by OIC for issuance or renewal of Your insurance policy shall at all times supersede and prevail. For avoidance of doubt, You clearly understand that premium payment through the Facility does not mean or imply issuance of applied insurance policy. You also understand and agree that OIC will not be under any obligation or liability till such times the required premium amount has been received by OIC in full and based on OIC's underwriting criteria and decision the insurance policy has actually been issued by OIC. OIC is further not liable for any delayed Transaction or non delivery or non issuance of the applied insurance policy for any reason whatsoever.
- 2.17 By using a credit or debit card to pay any amount/charges through the Facility, You confirm that the card being used is Yours and has been legitimately obtained from either a licensed bank or any other financial institution duly licensed to issue such cards. In the event of any decline of payment authorisation by your credit card issuer, OIC shall not be under any obligation to inform You of the reason for the refusal and OIC may decline that Transaction.
- 2.18 Unless otherwise mentioned, all amount/charges displayed on the Facility are in UAE Dirham. OIC shall not be responsible for your card issuer or bank charging You as a result of processing of your credit card payment through the Facility including any currency conversion charges.
- 2.19 You understand that your Transaction will only be completed when OIC acknowledges and separately confirms to You that the specific Transaction has been successfully concluded. If in doubt, You are advised to call our toll free number to obtain updates/confirmations.
- 2.20 You further agree and fully authorize:
- i. OIC to use any of its approved verification agencies to make references/inquiries about or related to You from any source of information, or any person or entity nominated herein;
 - ii. all financial institutions, bank, debt collection agencies, credit bureaus or any other person or entity to disclose and provide OIC with any information requested about or related to You as in its possession;
 - iii. any of Your past/present employer/business associates, any person, institution, medical practitioner(s)/hospitals/laboratories/medical providers, insurance companies, financial institutions to release to OIC all details, records, facts and information (including claim history/details, KYC records, AML-CTF & FATCA details) as required anytime by OIC for any reasons whatsoever including for assessment, underwriting of risk and/or for processing of claims.
 - iv. OIC , at any time and at its absolute discretion, to use and/or disclose the particulars and information provided in the Insurance Policy or the application or any information relating to Your liabilities towards OIC, or any other financial information including any breach of obligations or defaults (including in premium payment or repayment) or any other financial information to any other entity, organization, financial institutions or banks, debt collection agencies or credit bureaus;
 - v. OIC and its associate partners to contact You anytime (including electronically through email, sms or telephone) for seeking any additional information and/or for providing any additional information whether related to the Insurance Policy and/or informing about any other OIC's products or promotions;
 - vi. OIC to use, [process](#) and/or transfer ([including outside UAE/Qatar/Oman/our office locations](#)) any of Your personal data/Personal Information to its service providers/third parties as may be required by OIC to perform its obligations.

- 2.21 For any requests or issues related to any amounts/charges paid through the Facility, You should contact OIC in person with at least the below information:
- Insurance Policy number, date of Transaction and the amount of premium paid through the Facility;
 - Your detailed contact information and proof of relationship with insured (if different);
 - Proof of premium payment through the Facility eg. Your credit card statement;
 - Explanation of reason for issues/concerns;
 - Any relevant supporting documents
- 2.22 Notwithstanding the above, You hereby acknowledge that premium refunds are subject to the detailed terms and conditions of respective Insurance Policy, which You hereby re-confirm to have completely read, understood and agreed upon prior to paying any premium through this Facility. You hereby acknowledge that if at all the Policy terms allow any premium refund then it may take up to 30 business days post receiving your premium refund request for OIC to process the request and/or further communicate with You.
- 2.23 You hereby declare and accept that OIC is under no obligation and assume no responsibility for defamatory, libelous, slanderous, falsehood, obscene, pornographic, profane or any dangerous content posted on or through the Facility by You or any other person/third Party. You hereby understand and undertake not to post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or hate 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. You hereby understand that OIC will fully cooperate with any law enforcement authorities or court order requesting or directing OIC to disclose the identity of anyone posting any such information or materials.
- 2.24 Any quotation displayed through the Facility is valid for that time period once it is generated and may only be used during this period to complete the transaction of purchase of a Policy. You agree that You shall be the sole and exclusive user of any quotation generated on Your behalf using Your personal information and You accept sole responsibility for use, confidentiality and protection of the same. OIC will be required to share the quotation details generated by You to third party service providers for processing the Transactions including for initiating premium payments. Please note that quotation should not be revealed to any third party/person. OIC would be entitled at its sole discretion to seek offline written or other confirmation from You regarding any Transaction carried out through the Facility. Under no circumstances the Company or anyone involved in creating, producing, delivering or managing the Facility therein, shall be liable to You for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Services which are provided on the Facility or out of any breach of any warranty.
- 2.25 You hereby further agree to pay to OIC any charges/amounts for use of Facility if and as and when applied by OIC from time to time.
- 2.26 Any third party links or pointers to external websites maintained by others are "third party sites" and are meant for convenience only. OIC has no control over such sites and resources and is not responsible for the availability of such external sites or resources and does not endorse and assumes no responsibility or liability for any content, advertising, products or materials on or available from such sites or resources. OIC assumes no responsibility or liability, 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, goods or services available on or through any such site or resource. In no event will OIC be liable to any party for any direct, indirect, special or other consequential damages for any use of this website, or any other hyperlinked website, including, without limitation, any lost profits, business interruption, lost of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages. If you find anything inappropriate on any third party site, please inform us immediately.

3 **Electronic Communications**

- 3.1 The Online Services are an electronic, internet-based service. There are risks associated with utilizing internet and short messaging system (sms) based services, which you are hereby advised and cautioned
- 3.2 All communications in either electronic or paper format will be considered to be "in writing". You must print a paper copy of any important electronic communication and retain the copy for their records.
- 3.3 You agree to promptly update your registration records, including if Your e-mail address, mobile number or other information changes.
- 3.4 Communications may be posted on the pages of the Online Service, OIC's website and/or delivered to the e-mail address provided by You. Any electronic Communication (including sms/e-mails) will be deemed to have been received by You when OIC sends it to the You irrespective of whether You receive the e-mail/sms or not. If the communication is posted on the Online Service, then it will be deemed to have been received by You no later than two (2) Business Days after OIC posts the communication on the pages of the Online Service, whether or not You separately retrieves the communication. An electronic communication by e-mail is considered to be sent at the time that OIC e-mail server to the appropriate e-mail address directs it. An electronic communication made by posting on the pages of the Online Service is considered to be sent at the time it is publicly available. You agrees that these are reasonable procedures for sending and receiving electronic communications.
- 3.5 In order to access and retain communications, You must maintain a valid e-mail account and e-mail software capable of reading OIC's e-mails.
- 3.6 As part of Services, You hereby give your unconditional consent to OIC and/or its service providers to contact You and to send to You sms notifications (including for marketing/promotional notifications) on your mobile/landline telephone/emails. You agree to receive any number of such notifications at any time and during any time within the day or night.
- 3.7 OIC shall not be responsible for any network failure by the network provider or any transmission error of any failure of such notification not being received by You
- 3.8 You understand and acknowledge that Charges for receiving such notifications will be completely borne by You which may include mobile roaming charges and/or other additional charges if any charged by a non-UAE service operator.
- 3.9 You hereby agree to fully indemnify OIC and its service providers against any and all actions, proceedings, liability, costs, charges, losses or damages (including legal costs) it may suffer in connection with the provisions of electronic notification or as a result of any transaction over the GSM network in connection with such electronic notifications
- 3.10 You must immediately notify OIC of any loss or theft/hacking of Your mobile/email account and You shall from the time of notification stop providing such notification to that mobile telephone/email account.
- 3.11 OIC will not in any way be responsible or liable for any loss, damage or other consequence arising from:
- non-delivery of any notification for any reason including as a result of Your mobile telephone being switched off, lost, or stolen; or
 - delivery of an electronic notification to a party other than You if the mobile telephone or SIM card is not in Your possession or control for any reason whatsoever (whether with or without Your consent), or
 - delivery of a message to another mobile telephone due to the act or omission or error of the

OIC, its employees, officers or agents or any third party (including without limitation any service provider), or the use and provision of the electronic notifications service in any way

- 3.12 OIC accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by You or any third party in reliance on material or information contained in a message sent to You electronically
- 3.13 You acknowledge that any fund value/balance given to You electronically through the use of electronic notification shall not for any purpose whatsoever be taken as a conclusive statement of Your balance and if need be You must reverify the same with OIC branch
- 3.14 Under no circumstances shall OIC or anyone involved in creating, producing, delivering or managing the Facility be liable for any direct, indirect, incidental, special or consequential damages that result from the use of the Facility including any of the Services.

4 **Evidence Of Account Transactions**

- 4.1 OIC's own records of the Transactions maintained through its own/its service provider's computer systems or otherwise shall be accepted as conclusive and binding for all purposes. More particularly, the record of OIC generated by the Transactions, including the recording of the time of the Transactions shall be conclusive proof of the genuineness and accuracy of the Transactions.

5 **Restrictions on Use**

- 5.1 You agree not to use this Facility or the Facility for any illegal purpose or in any manner inconsistent with the Agreement or UAE laws. You agree not to use, transfer, distribute or dispose of any information contained in the Facility in any manner that could compete or conflict with the business interest of OIC or otherwise compromise or imperil the interests of OIC. You acknowledge that the Facility has been developed, compiled, prepared, revised, selected and arranged by OIC and/or its service provider 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 of OIC and/or its service provider's and may also include trade secrets of OIC/its service provider's and such others. You agree to protect at all times the proprietary rights of OIC/its service provider's and all others having rights in the Facility at all times and to comply with all reasonable written requests made by OIC or its suppliers of content, equipment or otherwise ("Suppliers") to protect their and others' contractual, statutory and common law rights in the Facility.
- 5.2 You agree to notify OIC in writing promptly upon becoming aware of any unauthorized access or use of the Facility by any party or of any claim that the Facility infringes upon any copyright, trademark or other contractual, statutory or common law rights.
- 5.3 You shall not:
- (a) Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, publish or create derivative works from or in any way exploit any of the Facility / Facility in violation of the Agreement or the laws of UAE.
 - (b) Create a database in electronic or structured manual form by systematically downloading and storing the entire Facility or part thereof save and except such information as relates or concerns You.
 - (c) Rent, lease, sell, sublicense, or lend Your access to the Facility and to the Facility.
 - (d) Cache or permit caching by any person.
 - (e) Do any act that violates OIC's or its service provider's intellectual property rights in the Facility or the Facility.

- (f) Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain any private information of any use.
- (g) Use the Facility or the Facility to violate the security of any computer or computer network, crack Passwords or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.
- (h) Run mail list or any form of auto-responder, or spam on Facility or any processes that are run or are activated while You are not logged on or engage in any virus attack or denial of service attack or engage in any activity designed and/or intended to interfere with the working of Facility/Facility for any duration of time.

6 **Disclaimer of warranties**

- 6.1 You irrevocably and unconditionally accepts that any Transaction and/or instruction made or given through the Online Services will be entirely at Your own risk and responsibility. OIC's record of any Transaction or instruction processed in connection with Online Services will be binding and conclusive evidence of such Transaction or instruction for all purposes.
- 6.2 You agree that all security procedures used and implemented by OIC are reasonable and adequate. You shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), any authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel. You are hereby advised:
 - (a) You may not have access to the Facility 24 hours/7 days; there will be some planned and/or unexpected shutdowns during operating and non-operating hours. You acknowledge that such shutdowns may result in either partial or no access to the Online Services. OIC reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. OIC will use reasonable endeavours to execute Transactions/instructions as soon as these are received from You and accepted by OIC's information systems but does not guarantee any indicated turnaround time. The date and content of each Transaction/instruction will be verified by any means available to OIC
- 6.3 You specifically agree that any misuse or negligence caused by You under this Agreement will entitle OIC to take suitable action against You and others engaged in such acts under civil, criminal and/or common law for damages and/or punishment. You agree to indemnify and keep OIC indemnified at all times from all losses, damages, costs, expenses, loss of profits, loss of business, proceedings, actions, suits (including legal fees) caused to or suffered by OIC as a direct or indirect consequence of Your actions, including due to breach of this Agreement, error, negligence or default.
- 6.4 OIC shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information, research, reports, analysis, quotes etc in this Facility or any part thereof.
- 6.5 OIC shall not incur any liability direct or indirect, to You or any third party, as a consequence of non-functioning of any equipment belonging to You, any third party or us. We shall not be responsible for any downtime of such equipment.
- 6.6 OIC does not warrant or guarantee that access to the Facility and the Facility will be uninterrupted, timely, secure, or error free; nor does OIC make any warranty or guarantee as to the results that may be obtained from the Facility or use of the Facility or as to the accuracy or reliability of the Facility.

- 6.7 OIC shall not be liable for any action taken by You based on or relying on the information provided in or by the Facility.
- 6.8 OIC will not be liable for any virus that may enter Your system as a result of You using the Facility. OIC makes no warranty to You or third parties that the Facility will be virus free. OIC will not be liable for any direct, incidental or consequential loss, which may be caused to You as a result of Your use of the Facility / Facility.
- 6.9 If You are dissatisfied with the Facility or any portion thereof, the Facility or with any of the Agreement terms and conditions, Your sole and exclusive remedy is to discontinue using this Facility
- 6.10 OIC reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Facility to reflect users' preferences.
- 6.11 If any Transaction could not be completed, OIC and/or its service provider, upon learning that such transfer or payment has failed, will make reasonable efforts to complete the transaction. OIC does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages for failure to complete any Transaction under the Online Services, which was not intentional and resulted from a bona fide error, notwithstanding the Bank's procedures to avoid such error, for instance:
- 6.12 OIC shall not be obligated to inform You of a failure to effect any payment or execute any Transaction. OIC may at any time request from You a written confirmation of submitted Transactions. You declare that none of its Transactions shall contribute to the laundering of criminal proceeds and You assumes responsibility for the authenticity and lawfulness of your Transactions.

7 **Indemnification**

- 7.1 The Online Services are provided entirely at Your risk and You agree to indemnify, defend and hold harmless OIC, its service providers, affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Online Services and OIC's reliance on the information, Transaction, instruction, license and/or authorization provided by You under or pursuant to these terms and conditions Agreement, Your violation of the terms and conditions of this Agreement or Your infringement, or infringement by any other user of Your personal details, of any Intellectual Property or other right of any person or entity, usage of the Services, OIC acting on the Transaction/instructions, any damage to Your system or any third party and/ or Your misuse/improper use / access of the Online Services as granted by OIC, for failure to provide any or all of the facilities available under the Online Services including any technical malfunction/breakdown. OIC does not guarantee the accuracy, completeness and timeliness of information set out or included on the Online Services and any information set out or included through the Online Service is subject to amendment, variation and change from time to time.

8 **Limitation of liability**

- 8.1 Under no circumstances, including but not limited to negligence, shall OIC, its employees and directors, its suppliers and its third party advisors be liable to You for any direct, indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Facility, with the delay or inability to use this Facility or any links or items on the Facility, the provision of or failure to provide Services, or for the content obtained through this Facility, or otherwise arising out of the use of this Facility, whether based on contract, tort, strict liability or otherwise, or for

cost of procurement of substitute goods and repair and correction services or resulting from the use of this Facility or obtained or messages received or transactions entered into through or from the Facility or resulting from unauthorized access to or alteration of Your transmissions or data, even if OIC has been advised of the possibility of such damages.

- 8.2 You agree that OIC shall not be liable for any damages arising from interruption, suspension or termination of the Facility, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.
- 8.3 You agree that the Online Services are provided exclusively for Your benefit . OIC shall not be held liable in any manner or form, for providing the Online Services, including but not limited to, any of the following:
- (a) if You are unable to access and/or utilize the Online Services due to any reason including any technical, communication or network malfunction or breakdown;
 - (b) for any loss or damage that may arise or be incurred directly or indirectly by reason of OIC carrying out any Transactions or instructions or from any malfunction or failure of the Online Services;
 - (c) for any change, alteration, additions or deletions to these Terms and Conditions Agreement, the Online Services, the systems of operation of the Online Services or the cut-off times;
 - (d) for any partial, incomplete, late or failed transfer, remittances to any payee/beneficiary/third party nominated under the Online Services due to any reasons beyond OIC's control.

9 Intellectual Property and OIC Technology

- 9.1 All Intellectual Property, OIC Technology materials, documents and other computer software and hardware belonging to OIC and/or relating to business conducted under this Agreement and in Your possession shall at all reasonable times be available to OIC and its duly authorised representatives for inspection and audit.
- 9.2 If this Agreement is terminated or notice of termination is given, such Intellectual Property, OIC Technology, materials, documents and computer software and hardware belonging to OIC and in Your possession must be delivered by You to OIC within thirty (30) days from the day on which the Agreement is terminated.
- 9.3 OIC hereby grants to You a non-exclusive, personal, royalty free non-transferable, non-assignable right to use within United Arab Emirates such of OIC's Intellectual Property and OIC Technology as may be provided by OIC to You for the purposes of this Agreement (the **OIC Deliverables**). Notwithstanding the rights granted to You under this Agreement, OIC shall retain all ownership rights, title and interest (including, without limitations, all worldwide intellectual property rights) in the OIC Deliverables, provided further that You covenants and agrees not to use the OIC Deliverables otherwise that in connection with and in furtherance of the performance of its obligations under this Agreement.
- 9.4 You further covenants and agrees that You will take adequate care of OIC Technology at all times and will ensure adequate care and accuracy of data being entered into and/or referred from OIC technology and/or OIC's Intellectual Property

9.5 You should assume that everything You see or read or hear or experience on the Facility (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, (collectively " the Content") is copyrighted / protected by intellectual property rights laws unless otherwise mentioned and may not be used except as provided in this Agreement.

9.6 Subject to the foregoing provisions, You shall not use or make use of any of OIC's and/or its service provider's Intellectual Property, name, trademarks, service marks or logos without first obtaining the written consent and approval of OIC.

10 **Confidentiality**

10.1 The Receiving Party shall not at any time without the prior written consent of the Disclosing Party:

- (a) Utilise, copy employ or use in any manner any of the Confidential Information otherwise than in furtherance of its obligations under this Agreement;
- (b) Disclose any of the Confidential Information to any third party, other than to any of the Receiving Party's Representatives who are reasonably required in the course of their duties to receive and acquire the same and who are made aware of the confidentiality provisions contained in this Agreement. The Receiving Party shall be primarily liable for any breach of these provisions by any of its Representatives; and
- (c) Make any copies of the Confidential Information or reproduce it in any form except for the purpose of utilising the same for furtherance of obligations under this Agreement and/or supplying the same to those whom disclosure is permitted in accordance with this Agreement.

10.2 The Receiving Party shall take every reasonable precaution to maintain the confidentiality of Confidential Information.

10.3 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

11 **Term**

11.1 The term of this Agreement shall be one (1) year from the Effective Date (the "**Term**") and shall renew automatically on the date of its anniversary, unless terminated in accordance with the Termination clause. If an insurance Policy has been issued pursuant to a Transaction initiated through this Facility, then the term of this Agreement shall be valid upto the term of the respective insurance Policy as issued to the Customer.

12 **Termination**

12.1 OIC reserves the right, in its sole discretion, to terminate the User's use of the Facility and/or any of the Services with immediate effect without giving any prior notice to the User.

12.2 Without limiting any other right or remedy that OIC may have under these terms and conditions Agreement or otherwise, should a need be, OIC reserves the right to suspend Your right to use the Online Services, immediately and without prior notice to You. In the event of any such temporary suspension, the Customer may request reinstatement of the facilities by contacting OIC. OIC reserves the right in its sole discretion to grant or deny Your reinstatement to use any of the facilities or the Online Services

13 **Waiver**

13.1 No failure or delay on the part of OIC to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any partial exercise by OIC of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

14 **Relationship between the Parties**

14.1 Nothing herein shall be deemed or construed by the Parties hereto nor by any third Party as creating a partnership, an agency relationship or of joint venture between the Parties or any of their respective agents hereto. For the avoidance of doubt, neither Party has power nor does authority under this Agreement to bind the other Party nor make promises or representations in any circumstance whatsoever on behalf of the other Party.

15 **Severability**

15.1 Each of the provisions of this Agreement are severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

16 **Changes to the Terms**

16.1 OIC reserves the right to make changes to this Agreement from time to time, to address changes including as required by the law or regulatory changes or as required due to changes to functionality offered through the Facility or for any other reasons at sole discretion of OIC. Your continued use of the Facility after the date the changes are advised to You will constitute your acceptance to such modified terms.

17 **Governing Law**

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the United Arab Emirates. Each of the Parties will submit to the exclusive jurisdiction of the courts of United Arab Emirates

The User confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has submitted this agreement to OIC by clicking the "Accept" button and/or proceeding to conduct Transaction through the Facility.