

Terms and Conditions

This document contains the rules, regulations, policies, agreement and terms and conditions (“**T&Cs**”) applicable to any person who may access or use www.checkyourpremium.com (“**Website**”), any subdomains, webpages or extension of the Website. The T&Cs has been prepared in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 (“**Rules**”) which requires publishing the rules and regulations, privacy policy and user agreement for access or usage of the Website. The T&Cs for the use of the Website, as set out hereunder is an electronic record as per the provisions of Information Technology Act, 2000 read with the Rules thereunder, as may be applicable and amended from time to time.

The Website is owned by Check Your Premium Insurance Web Aggregator Private Limited (“**Check Your Premium**”) which provides an online platform that is engaged in the business of insurance aggregation.

By visiting the Website, you (hereinafter to be referred to as the “**User**”) accept the T&Cs as mentioned herein and the User is aware and accepts that the T&Cs are subject to amendments/modifications. In case the User disagrees with any of the T&Cs or any part thereof, the User shall refrain from using the Website. It is advisable to read all the T&Cs carefully before using the Website.

Acceptable use

The User shall not share, submit, reveal, post or publish on this Website any proprietary or confidential information of any third party without our prior written consent. The User shall not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful activity.

The User shall not use the Website to advertise or offer to make a sale (*buying and/or selling*) of goods or services or conduct any contest through or in relation to the Website or Check Your Premium.

In the event, the User provides any information that is untrue, inaccurate, not current, incomplete or in the event we have reasonable grounds to deduce that the information shared by the User with us is untrue, inaccurate, not current, incomplete, or not in accordance with the T&Cs. We reserve the right to indefinitely suspend or terminate or block the use or access by the User of the Website in any manner whatsoever.

Downloading of material

Check Your Premium does not guarantee or warrant that files available for downloading through the Website will be free of viruses or other harmful computer code, files or programs.

As is Basis

The User agrees and acknowledges that Check Your Premium acts as an aggregator, the products and information on the Website available is of partner insurers on an “As is” basis without any warranty or condition, express, implied or statutory. We does not make any representation or warranty as to the attributes of any of the listed insurance policies. We shall not be liable in any manner whatsoever for the transaction between the User and the insurance provider. The User is advised to use its best judgment and independently verify the bona fides of any particular party that the User may choose to deal with on the Website.

Refund policy

We shall not be responsible in any manner whatsoever for return, refund and cancellation or the payment or the charges incurred by the User in availing any insurance policy through the Website. The User is aware that Check Your Premium is neither acting as trustee nor acting in a fiduciary capacity with respect to the transaction or the payment. The User further agrees and acknowledges that Check Your Premium is only a facilitator of information and have no interest in the payment and transaction to be carried between the User and insurance provider. All the disputes regarding payments shall be routed to the insurance provider only.

Limitation of Liability

The User is aware that the Check Your premium simply facilitates the partner insurers to display the products (*which includes various insurance policies and schemes as approved by IRDAI*) on the Website and provides the User with an opportunity to purchase the products listed by the insurance providers on the Website. Check Your Premium at no point of time owns the products listed on the Website and Check Your Premium, its associate, affiliates, and technology partners make no representations or warranties about the accuracy, reliability, completeness of any content, information, error free and/or uninterrupted services, software, text, graphics, links or communications provided on or through the use or operation of the Website. Check Your Premium assumes no liability whatsoever for any monetary loss or other damage suffered by the User on account of delay or interruption, or corruption of any data or other information transmitted in connection with use or operation of the Website.

Confidentiality and Privacy

We understands the importance and confidentiality of the information shared by the User with the Website. We have created the Privacy Policy which can be accessed at the section ‘Privacy Policy’.

Intellectual Property Rights

Check Your Premium retains all right, title and interest in intellectual property and proprietary rights of the Website.

Proprietary Information

The User agrees and acknowledges that all data provided on the Website, including and not limited to all software information, electronic and printed media, contained copyrighted materials, logos, registered trademarks, trade secrets, patent related materials and other proprietary intellectual property are the proprietary assets of Check Your Premium. They are protected by copyright, trade secret, patent laws and other proprietary rights and laws, and they may only be used or accessed otherwise than, as specifically provided for, in the T&C. User shall not re-distribute or re-publish any content from the Website without the express written consent.

Protection of Proprietary Information

The User agrees that it will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse-engineer, reverse-assemble, or otherwise attempt to discover any programming code or any source code used in the Website. The User shall not otherwise attempt to transfer any right in the Website (which includes its software, design and content), create derivative works based on it or in any manner commercially exploit the Website in whole or in part. The User agrees that any violation, of these copyrights, trade secrets, patents, other intellectual property protections or the T&C will lead to prosecution under the Indian Laws.

User generated content

Check Your Premium reserves the right to edit or remove any material submitted to the Website, or stored on the servers, or hosted or published upon the Website without prior notice or explanation. In the T&Cs, "User generated content" means material (*including without limitation text, images, audio material, video material and audio-visual material*) that the User submits on the Website, for the Purpose.

The User generated content must not be defamatory, vulgar, obscene, offensive, libelous, slanderous or illegal or unlawful in any way and must not infringe any third party's rights, and must not be capable of giving rise to legal action whether against the User or Check Your Premium or a third party (in each case under any applicable law).

The User shall not submit any User generated content on the Website that is or has ever been the subject of any threat or actual legal proceedings or other similar complaint.

Notwithstanding our rights under the T&Cs in relation to User generated content, Check Your Premium do not undertake to monitor the submission of such content to, or the publication of such content on, the Website.

Cookies

A cookie is a small data file stored on User's computer or mobile device. It holds enough data on the User to customize the Website to that of the User's preference. Cookies may retain log-in information, save preferences, and even direct the user to the spot where the User have last browsed. The User may enable the Cookies within the browser or indicate preferences in the setting section on the mobile devices. Since the Cookies contain privacy implication, the use is governed by the Privacy Policy.

Privacy and ownership of information

Unless otherwise expressly set forth herein, by submitting any information, communication or material the User may transmit to the Website including data, questions, comments, or suggestions will be treated as non-confidential and non-proprietary and will automatically become the property of Check Your Premium and the User shall be dealt to grant proprietary rights in such information, communication or material including but not limited to intellectual property rights under any relevant jurisdiction.

Such information, communication or material may be used (subject to the Privacy Policy) for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. Furthermore, Check Your Premium is free to use any ideas, concepts, know-how, or techniques contained in any communication that the User may send to the Website for any lawful purpose whatsoever, including, but not limited to, developing and marketing products using such information.

Indemnity

The User agrees to defend, indemnify and hold harmless Check Your Premium, its affiliate, partner insurers, service providers, service partners and their respective officers, directors, employees and representatives from any and all claims arising out of the breach of any of the T&C by the User.

External Links

The Website may link the User to other web sites or information, software data or other contents, on or off the internet. Check Your Premium does not control, endorse or review the content of these sites, and we shall not be responsible for such content.

Fitness of the e-portal

The User shall remain fully and solely responsible for evaluating the fitness for the purpose of any downloads, programs and text available through us and for visiting the Website or any External Links. Check Your Premium shall not be liable to the User for damage caused by the computer, computer software, programs, files or data thereon or any other direct or indirect, consequential and incidental damages suffered by accessing the Website or External Links.

Withdrawal of Consent

In the event, the User does not intend to continue with the use of the Website, the User in such scenario can unsubscribe by accessing the 'unsubscribe' link. Pursuant to such a request from the User, Check Your Premium shall as per its Privacy Policy, delete the information of the User from the Website, in which case the User will no longer be able to access certain features of the Website.

Variation

The T&Cs may be revised at any time without giving any prior notice. The revised T&Cs shall apply to the use of the Website from the date of such publication. The User is bound by such revisions and shall therefore periodically visit the webpage to review the then current T&Cs to which the User shall be bound.

Exclusion of third party rights

The exercise of Check Your Premium and the User's rights in relation to the T&Cs are not subject to the consent of any third party. The T&Cs are for User's benefit, and are not intended to benefit any third party or be enforceable by any third party.

Entire agreement

The T&Cs together with the Privacy Policy constitute the entire agreement between Check Your Premium and the User in relation to the use of the Website, and supersedes all previous agreements in respect to the use of the Website.

Caveat

Insurance is the subject matter of solicitation. Hence, except as specifically set forth herein, the information contained on the Website is not an offer to sell or any security, insurance product or other product or service or to provide tax, legal or other advice. No security, insurance product or other product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

Force Majeure

Neither Check Your Premium nor its affiliates, suppliers, service providers or service partners shall be liable for any failure to perform any obligation due to an event beyond the control of such party resulting from a direct and immediate consequence of any act of God, riot, civil unrest, earthquake, flood, terrorism, war, act of civil or military authority, or any other natural or man-made eventuality outside control of the parties and which could not have been reasonably foreseen. No claims whatsoever on account of the same shall be entertained by us.

Relationship

The Website is only a platform where the User will interact with the partner insurer/insurance providers the products of which are listed on the Website on a principal-to-principal basis. The pricing, payment terms, warranties related to such products listed are in accordance with such obligations and based on bipartite contractual obligations between the insurance provider and the User. Check Your Premium does not involve itself in the offer or acceptance of such commercial and/or contractual terms between the User and the insurance provider. Further, the relationship between the User and the Website is that of an independent party, and nothing herein constitutes or creates any employment, agency, distributorship, franchise, joint venture, partnership or other similar legal relationship between the parties. Neither party shall have any right or authority to act on behalf of or to bind the other nor shall any party represent that it has such right or authority.

Severability

The invalidity or unenforceability of any provision shall not affect any other part of the T&Cs, and such invalid or unenforceable provisions shall be severed or stands modified to give effect to the provisions of other T&Cs.

Dispute Resolution

Any dispute or difference arising between Check Your Premium and the User as to the meaning or interpretation of provisions of the T&Cs or as to any claim by one party against the other arising from use of the Website shall be referred for arbitration to a sole arbitrator appointed by Check Your Premium. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitration proceedings shall be conducted at Bhopal. The language of arbitration shall be English. The arbitration award shall be binding and conclusive in nature.

Governing Law

The T&Cs shall be governed by laws of India