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Terms and Conditions

These Terms and Conditions governing this Website ("**Terms and Conditions**") provided by Protego Insurance Brokers L.L.C a Limited Liability company ("**the Company**") shall be read in conjunction with the Terms and Conditions governing each Insurance Products as provided by the respective Insurance Companies, as applicable. These Terms and Conditions shall be read and understood before using any of the services provided in this Website. This is a legally binding contract between the Customer and the Company establishing the Terms and Conditions under which the Website may be used.

Any time use/transaction/enquiry through the Website implies that the Customer has fully read, understood and accepted these Terms and Conditions. If any particular business relationship between the Customer and the Company is governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over these Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) if in conflict with these Terms and Conditions as applicable.

Insurance Products are offered by selected Insurance Companies for the Company's Customers and is subject to the approval of the Insurance Companies. Terms and Conditions of the Insurance Policy shall apply. Discounts and special offers are from specific Insurance Companies and are subject to applicability based on the Insurance Product and Insurer selected by the Customer.

This Website is for the Customer's information purpose only and the Company is neither responsible for, nor guarantees or warrants the quality, fitness for purpose, suitability of the Insurance Products being offered and does not accept any liability and will not be liable for any loss or damage arising directly or indirectly to the Customer availing or purchasing the Insurance Product from an Insurance Company. Any special offers may be for a limited period and may be discontinued or modified without notice.

I. Definitions

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

Customer means any individual or entity being the user accessing the Website including any Insured Person availing or intending to purchase Insurance Products through this Website from Insurance Companies.

Insurance Companies mean a company that provides and sells insurance for the purpose of the Website it also means any Insurer who has issued an Insurance Policy to a Customer.

Insured Person means as per the Insurance Policy details issued by the Insurance Company.

Insurance Policy means a document detailing the terms and conditions of a contract of insurance which is provided by the Insurance Companies to a Customer.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), trade marks, service marks, designs and circuit layouts, whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Insurance Products mean various insurance products as may be provided by respective Insurance Companies which are marketed and distributed by the Company through this Website.

Service Provider means a service provider assisting the Company or the third party engaged by the Company to provide services on this Website to the Customer.

UAE means United Arab Emirates.

Website means the Company's website providing access to the Customers. The website is owned, established and maintained by the Company located at the URL www.Protego.ae.

Interpretations:

- a. References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of these Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of these Terms and Conditions.
- b. The headings in these Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of these Terms and Conditions.
- c. Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- d. Any reference to a person includes any individual, company, partnership firm, corporation or other legal entity, whatsoever.

II. Insurance Products and services

- a. Insurance Products and services of Insurance Companies (Third Parties as per clause VIII) are marketed and distributed by the Company or offered by the Company under this Website are available only at the discretion of such third parties or the Company and subject to the products and services individual contractual terms and conditions on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available at all times.
- b. Whilst purchasing an Insurance Product through this Website, the Customer should also read the terms and conditions of the Insurance Companies (Insurer's Terms and Conditions) because the Insurance Companies are selling the Insurance Policy to the Customer and which will be contained in the Insurance Policy terms and conditions in the website of the Insurance Companies.
- c. Those Insurer's Terms and Conditions will exclusively govern the terms of the transaction between the Customer and the Insurance Companies i.e. Insurer concerned as detailed in each Insurance Policy documents issued by the Insurance Companies to the Customer whereas these Terms and Conditions govern the Customer's use of the Website.
- d. The Company is only marketing and distributing online Insurance Products that has been designed to save the Customer's time. In this Website, the Customer will find competitive quotation for Insurance Products as well as the information a Customer needs to make an informed choice on which Insurance Policy best suits their needs.
- e. This Website is a channel of communication between the Customer interested to buy Insurance Products through the Company to connect with the sellers who are Insurance Companies / Insurers.
- f. The Company showcases to the Customer through this Website a variety of Insurance Products by nature of cover and by price, so that the Customer can make their own choice as to which Insurance Product to purchase based on the Customer's own circumstances and necessity, and then to assist any Customer in purchasing directly from the Insurance Companies / Insurer.
- g. The Company expressly disclaim any reliance placed on the contents of this Website because the information and descriptions of Insurance Products and Insurance Policies on the Website may not constitute a complete description of all the Insurance Products features and terms and conditions.
- h. It is important that the Customer should also read all the Insurer's terms and conditions and the Insurance Policy (available on the webpage of the Insurance Companies) that contains further details, before the Customer conducts final purchase of any Insurance Policy.
- i. This Website contains factual information on Insurance Policies and the Company does not provide insurance or financial

or other advice of any kind in relation to any Insurance Product that is displayed on this Website, nor does the Company recommend or endorse any Insurance Product as suitable for a Customer. The choice is for the Customer solely to make based on the factual information displayed and found in the Insurance Product documentation provided by the Insurance Companies.

- j. If the Customer has any doubt as to the suitability or adequacy of any Insurance Product to purchase through this Website, the Customer should seek advice from any professional advisor.

III. Customer's undertaking and responsibilities

- a. The Customer is aware that the Insurance is offered by the respective Insurance Companies, and the Company is only marketing and promoting the Insurance Policy.
- b. The Customer confirms having read and understood the Insurance Product terms and conditions that is available on the Website and provided by the respective Insurance Companies before making any decision regarding the Customer's subscription to the Insurance Policy described therein.
- c. The Customer has no objection and authorise the Company to provide the Insurance Company with the Customer's personal details, car/vehicle details, account details, credit or debit card details (including renewed card details), address, or contact details/ information / documents available to the Insurance Company so as to ensure smooth processing of the Customer's Insurance Policy application and any other information to the Insurance Company in relation to the Customer's Insurance Policy.
- d. The Customer is aware that claims will not be paid if any untrue or incorrect information / document is provided by the Customer whilst applying for the Insurance Policy or when making a claim.
- e. The Customer is aware that the Insurance Company will be entitled to cancel / downgrade the benefits of the Insurance Policy if it finds out at any time that any information provided by the Customer, or any person acting for or on behalf of a policyholder is untrue, inaccurate or incomplete.
- f. The Customer fully understands all the features, benefits, exclusions, Excess and terms and conditions of the Insurance Policy, the Customer fully agrees that if the Customer requests to cancel the Insurance Policy the refund of premium will be subject to the approval from the respective Insurance Company or at times may be denied as per the sole discretion of the respective Insurance Companies.
- g. The Customer is also aware that the Company is not the Issuer of the Policy and makes no representation, guarantee or warranty whatsoever in respect of the Insurance Policy and assumes no liability or obligation in respect thereof.
- h. This Website will display price quotations based on the information, a Customer has provided to the Company that will be conveyed to the Insurance Companies. A Customer is responsible for answering any questions and describing their own circumstances truly and completely and to the best of their knowledge. Failure to do so may result in the Insurance Company not being able to issue the Customer an Insurance Policy at all, or not being able to issue the Insurance Policy at the quoted price. If an Insurance Policy is issued to a Customer and later found that the Customer has not provided the correct information, the Insurance Policy may be invalid and claims may not be paid by the Insurance Company. If the Customer's insurance is invalid, the Customer could be responsible for any third party damage if the Customer suffers an accident.
- i. Before purchasing an Insurance Policy from an Insurance Company / Insurer, a Customer should read the Insurer's terms and conditions. The Customer's Insurance Policy wording will be similar, but tailored to the Customer's circumstances based on the information the Customer has provided in the Website before purchasing the Insurance Policy.
- j. The Customer should not proceed unless the Customer fully understands and agrees with those terms and conditions. The terms and conditions of the Insurance Policy will be those as offered by the Insurance Companies / Insurer, not those of this Website which is a communication medium only for marketing and distribution purpose as conducted by the Company.
- k. It is the Insurance Companies' / Insurer's Terms and Conditions of business the Customer will be agreeing to when a Customer accepts a quotation as well as these terms and conditions of this Website by using it.

- l. It is of the utmost importance that all the information provided by the Customer through the Website is true and accurate and the Customer has answered all questions to the best of their knowledge. The Company does not accept any responsibility if any Customer fails to provide full and accurate information through the Website to the Insurance Companies / Insurer or in any way misrepresented or failed to disclose the facts.
- m. The Company at all times will comply with United Nations, European Union, United States, United Kingdom HM Treasury, UAE and Arab league ("Sanctions Authority") sanctions. The Customer represents and warrants that: (i) the Customer is not located in a country that is subject to an embargo, or that has been designated by any Sanctions Authority as a "terrorist supporting" country; and (ii) the Customer is not listed on any list of prohibited or restricted parties issued by any Sanctions Authority.

IV. Privacy policy

- a. Unless restricted by any applicable law, the Customer agrees that any and all personal information/data relating to the Customer collected by the Company from the Website from time to time may be used and disclosed for such purposes and to such persons as may be in accordance with the Company's Privacy Policy and current Information Technology Security Policy.
- b. The Company recognizes the importance of respecting the privacy of those who visit its websites and use its applications. The Company's Privacy Policy (<https://protego.ae/pdf/privacy-policy.pdf>) provides a description of how The Company collects, uses, shares and protects personal information of its users, as well as the choices and access rights users have in regards to such personal information in connection with the Website. A Customer is always advised to carefully review the Privacy Policy.

V. Offer, acceptance and termination

- a. Nothing on this Website shall constitute or be deemed to constitute an offer by the Company or by any third party to sell a Customer any product or insurance policy or to enter into any contract with the Customer in respect of such Insurance Policy. A Customer by submitting their details the Customer is making an offer to obtain the relevant Insurance Policy from the relevant Insurance Companies / Insurer on the Insurer's Terms and Conditions as contained in its Insurance policy that may be accepted or rejected by a Customer. The contract for the Insurance Policy will only be concluded once the Insurance Company / Insurer or third party has accepted the Customer's offer in writing and issued the relevant Insurance Policy in name of the Customer. The Customer will receive confirmation when a Customer's offer has been accepted.
- b. A Customer may be required, as a condition for the purchase of an Insurance Policy, to produce and upload certain personal documents. Once uploaded and verified and payment cleared the Customer's Insurance policy will be accepted or declined at the sole discretion of the Insurance Companies.
- c. The information displayed in this Website is provided to the Company directly from each Insurance Company / Insurer. The Company is not responsible for the content of that information which is an invitation to apply for Insurance Policy made through the Website by the Insurance Company / Insurer concerned and subject to that Insurer's own terms and conditions. The Company accepts no liability for any inaccuracy in the description of Insurance Products on the Website.
- d. The Insurance Company / Insurer will make the Insurance policy wording available to the Customer via delivery as an electronic document. It is important that the Customer reads the terms of the Insurance Policy issued to the Customer carefully and familiarize themselves with the terms of Insurance cover, including the deductibles, limits and obligations that apply. Failure to observe the Insurer's Terms and Conditions by a Customer could result in losing or being refused cover by the Insurance Company.
- e. The Customer should always carefully check that all the details on the Insurance Policy are correct and contact the Insurance Company / Insurer directly if they are not or if the Customer has any questions relating to their Insurance Policy issued to them.
- f. In terms of this Website, the Company is not responsible for advising any Customer on an Insurance Policy purchased through the Company and the Customer should send all queries directly to the Insurance Company / Insurer who sold the Insurance Policy to a Customer.

- g. The Company may terminate this agreement, any Customer's access to the Website and use of any service at any time, with or without cause or notice.

VI. Purchase of Insurance Policy

- a. The Customer may pay, order and purchase Insurance Products or services i.e. purchase Insurance Policy from the Insurance Companies through the Website. When a Customer makes a payment through the Website, such purchase transaction becomes non-reversible by the Customer and the Company will transmit selected payment information from the Customer to the Insurance Companies from which a Customer is making a purchase of such Insurance Policy. After the Insurance Company receives the Customer's payment information, it will submit the transaction for processing. Each transaction is a contractual relationship directly between the Customer and the Insurance Company and is non-refundable by the Company. The Company is not involved in processing your transaction and has no liability to you with respect to such transaction or the Insurance Company. The Company is not responsible for the Insurance Products or services that may be offered or obtained through the Website or for the accuracy, completeness, or reliability of any information obtained through the Website with respect to such products, services or the Insurance Companies.
- b. Payment: By using the Website to purchase Insurance products or services from an Insurance Company, the Customer hereby authorizes the Company to charge the payment instrument the Customer has selected to use for that transaction ("Payment Instrument") hereby conducting a transaction through the Website. This charge will appear on the Customer's Payment Instrument's statement identified as a charge by the Insurance Company. The Customer may receive a digital transaction receipt from the Insurance Company, which will be accessible through the Website; provided however, that the Company is under no obligation to provide Customer with a receipt or other written confirmation in connection with charges made through the Website.
- c. Use of payment information: The Customer is solely responsible for ensuring their use of the Website complies with the terms and conditions that govern the Customer's cards that the Customer store in and use through the Website. Customer is also responsible for all charges and/or debits to their cards that result from transactions made using the Customer's payment information transmitted by the Website, and any fees that the issuers of the Customer's cards may charge in connection with such transactions. The Customer is solely responsible for reporting and paying any applicable taxes arising from transactions originated using the Customer's payment information transmitted through the Website and the Customer shall be liable to comply with any and all applicable tax laws in connection therewith.
- d. Any and all questions or issues regarding any of the Customer's cards should be directed to the Company or financial institution that issued card to the Customer. To the extent the cards are not issued by the Company, the Company makes no representations that the Customer's cards are valid or in good standing or that the parties who issued cards to the Customer will approve or honor the Customer's requested transactions through this Website.
- e. Resolution of transaction issues: If a Customer has any concerns with respect to any transaction made using the Website, the Customer must contact the Insurance Company with which the Customer entered into that transaction.

VII. Modification and access

- a. The Company reserves the right in its discretion to change without prior warning or notice any information or material contained on the Website and these terms and conditions under which the Website is used. Access to the Website is on a temporary basis, and the Company makes no representation or warranty as to its continued availability at all times. The Company reserves the right to withdraw, amend or suspend services from the Website at any time without notice and are not responsible for any loss resulting from such withdrawal, amendment or suspension. The Company reserves the right at its sole discretion to restrict access to the Website to any users who has or has not registered on this Website.
- b. If any Customer is provided with a password to access the Website, the Customer must treat such information as confidential and not disclose it to any third party. If in the Company's opinion any Customer has failed to comply with this requirement or any other term or condition, the Company reserves the right to disable a customer's password and deny access to the Website either permanently or temporarily.
- c. The Company is not responsible for computer viruses or other computer problems a Customer may suffer as a result of using the Website.

- d. The Company does not control the special offers or price offered by Insurance Companies / Insurers through this Website, which are governed by Insurance Companies' terms, and conditions and the Company does not accept any
- e. responsibility for any failure by an Insurance Company / Insurer to comply with its own terms and conditions.

VIII. Intellectual Property Rights

- a. The Website is a copyright of the Company. All rights reserved. Copyright in the text, images, photographs, graphics, layout and design of this site are protected by UAE Federal Law No. 7 of 2002 regarding Copyright and Related Rights and international copyright laws. Copyright in this site, and in the code, text, images, photographs, graphics, layout and design of this site, and other copyright works contained in this site, is owned by Proteo Insurance Brokers L.L.C, or used with permission. No part of this publication may be reproduced in any form without the written permission of Proteo Insurance Brokers L.L.C.
- b. The Customer acknowledges that the Company or the Service Provider is the owner of or has the right and ability to provide access to the requisite Intellectual Property Rights to the Customer for the purposes of these Terms and Conditions.
- c. The Customer acknowledges and agrees that any and all Intellectual Property Rights in and relating to:
 - (a) the implementation of these Terms and Conditions and
 - (b) all materials, documentation of the Website and subsequent amendments including user guidelines in any form for use in connection with the implementation of these Terms and Conditions,
- d. whether such rights are existing prior to or are created after the commencement of these Terms and Conditions, shall constitute or become the property of the Company to the extent permitted by law. The Customer agrees to treat at all times, the access rights, documentation, Intellectual Property or any other information related to the Website as strictly private and confidential. The Customer shall have no right, other than as permitted by these Terms and Conditions or as permitted by the prior written consent of the Company (which may be withheld), to use, copy, reproduce, disclose or permit any other person or business entity to use or have access to such Intellectual Property Rights. The Company shall have the absolute right to utilize the Intellectual Property Rights to its benefit and advantage and to alter and/or improve any element or component thereof in any manner it deems fit at all times. The Customer agrees to take all steps forthwith and upon request by the Company which are within Customer's power to procure the assignment of any such Intellectual Property Rights in and relating to the implementation of these Terms and Conditions without the payment of any fee or other consideration if and to the extent that these are not automatically the property of the Company under this clause.
- e. The Customer acknowledges and agrees that the Customer obtains no right or interest in the Intellectual Property Rights by virtue of these Terms and Conditions.
- f. In relation to the Intellectual Property Rights which are the subject of these Terms and Conditions the Customer shall abide by the following:
 - i. shall not sell, give, grant, assign or in any way dispose or attempt to dispose of the Intellectual Property Rights to any third party, nor purport to engage in any such conduct;
 - ii. shall not register or apply for registration of any Intellectual Property Rights in the UAE or in any other country, nor support or assist directly or indirectly any other party to do so;
 - iii. shall not in any way infringe the Intellectual Property Rights, or support or assist directly or indirectly any other party to do so;
 - iv. shall notify the Company as soon as it is aware of any infringement of the Company's Intellectual Property Rights or becomes aware of or suspects any unauthorised third party access to or use of Intellectual Property Rights, and shall provide all reasonable assistance to the Company to prevent or limit the scope of such infringement.
- g. In case of the Customer's violation of or infringement of the Intellectual Property Rights by any means, the Company shall be entitled to take any legal action against the Customer it considers appropriate and seek compensation for such infringement and, without limiting the scope of its rights in this regard, it may also serve a notice to the Customer for the termination of these Terms and Conditions.

- h. The obligations of the Customer in this clause shall continue in force notwithstanding termination of these Terms and Conditions for whatsoever reason.

IX. Third Party Sites (Insurance Company's Websites)

- a. Where the Insurance Companies webpages are provided with hypertext links to other locations on the internet, the Company do so for convenience and information purposes only. The Company has not verified, and is not responsible for, the content of any other websites or pages linked to or linking to the Website including any sites or pages of the Company. The inclusion of any link does not imply an endorsement, approval or recommendation of the linked website or its content by the Company and, subject to any applicable law which cannot be excluded, the Company makes no representation or warranty, expressly implied, regarding the quality, merchantability or fitness for purpose of any products or services available through a third-party website. Following links to any other websites or pages is entirely at a Customer's own risk and the Company shall not be responsible or liable for any losses, damages or expenses or in any other way in connection with linking.
- b. Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

X. COOKIES

- a. The Company will use cookies with the Customers who visit the Website, to make access more appropriate and convenient. The cookies are generated once the Customer visits the Website and expires at a definite time period to protect privacy. The Company does not store any sensitive information such as customer information in the cookies.
- b. The Customer agrees that the Company shall not be under any obligation of confidentiality to a Customer regarding any such information or materials submitted to it using the Website unless agreed otherwise in a separate direct contract between the Customer and the Company or required by law.
- c. The Customer acknowledges that the contents of the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of particular products and services offered on or through the Website.

XI. Indemnity and limitation of liability

- a. In consideration of the Company agreeing to provide the Website to the Customer, the Customer hereby irrevocably agrees to indemnify and keep the Company indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the Company on account of any claims, actions, suits or otherwise instituted by the Customer or any user, or any third party whatsoever, arising out of or in connection with:
 - i. the use of the Website and any and all transactions initiated by the use of the Website, whether with or without the knowledge of the Customer, or whether the same have been properly initiated or otherwise which transactions or Insurance Policy, the Customer hereby acknowledges, the Company has processed on the instructions and authority of the Customer in accordance with these Terms and Conditions and other terms and conditions applicable to any specific product or service, as the case may be;
 - ii. a breach of these Terms and Conditions by Customer; or which were contributed to or caused by negligent actions by the Customer or any user or a failure on the Customer's or any user's part to advise the Company within a reasonable time about any unauthorized access or transaction in the Website; and
 - iii. the Company supplying information of Customer to any relevant entity including any Insurance Company provided that such information has been supplied by the Company to the relevant entity in good faith and with reasonable care.
- b. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any partial or full withdrawal of the Website.

- c. Except as expressly provided in these Terms and Conditions, the Company, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, even if the Company had been advised of the possibility of such damages or loss, suffered by the Customer, or any person howsoever arising from or relating to:
- i. any use of or inability to use the Website;
 - ii. any inaccuracy incompleteness or misinformation of any information or amount retrieved by the Company in relation to the details or any card or bank accounts as may be provided by the Customer from time to time;
 - iii. the erroneous input of any instructions or any other information by the Customer;
 - iv. non-payment as a result of any error in the details submitted by the Customer any failure to identify the name of the Customer or delay in payment to the Insurance Company at the receiving destination;
 - v. any breach of security caused by the Customer, or any third party;
 - vi. any transactions entered into based on the Website;
 - vii. any loss of, unauthorised access to or alteration of information or data during processing or transmission;
 - viii. payment instructions submitted to the Company where the time of receipt of such instructions by the Company does not fall during the normal business timings of the Company;
 - ix. the Company's access to the Customer's personal details including any bank account;
 - x. the Company acting on the Customer's instructions;
 - xi. any transaction limit or restrictions set by the Company or any third party such as Insurance Companies;
 - xii. any unauthorised use of the password or mobile device/phone or for any fraudulent, duplicate or erroneous transaction instructions provided by the Password or mobile device/phone or through email communication by the Customer or any third party;
 - xiii. any unauthorised access by any other person or breach of confidentiality;
 - xiv. any lapse or failure on the part of the Insurance Companies or any third party affecting the Website and information provided in the Website for the Customer;
 - xv. any unavailability or improper functioning of the Website for any reason including due to the location, mobile network availability and signal strength, proper functioning of hardware, software or the mobile device/phone;
 - xvi. the non-delivery or delayed delivery of mobile notifications, email notifications, instructions, information or payments or any error, loss or distortion in transmission of information or instructions to or from the Customer, (ii) the delivery of mobile notifications and/or email notifications or information to a party other than the Customer if the mobile device/phone is in the possession or control of such party for any reason whatsoever, (iii) the delivery of SMS, mobile notifications or information to another mobile device/phone or mobile number due to the act, omission or error of the Company's employees or agents or any third party, to include but not be limited to, any Service Provider, (iv) actions taken or not taken by the Customer, or any third party in reliance on material or information contained in a mobile notification and/or email notifications or (v) the use and provision of the mobile notifications and/or email notifications service in any way whatsoever;
 - xvii. any delay, interruption, suspension, resolution or error of the Company in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any Service Provider and the Company's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Company's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Website usage;
 - xviii. any dispute between the Customer and Insurance Companies or any third party (whether appointed by the Company in that behalf or otherwise);
 - xix. use of the Website by any other person with an express or implied permission of the Customer;
 - xx. the confidentiality, secrecy and security of the personal or account information being sent through the Website to effect instructions;
 - xxi. disclosure of personal information to a third party by the Company, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating; or
 - xxii. the mobile device/phone/computer or any other item of the Customer's equipment not being suitable or not functioning properly.
- d. The Customer may access a statement of all the transfers and payments effected or pending at any time. If any transaction could not be completed, the Company and/or Insurance Company, upon learning that such transfer or payment have failed; will make reasonable efforts to complete the transfer/payment. If the transfer/ payment fail a second time, the Company will notify the Customer. The Company does not guarantee good and timely execution of transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if the Company's failure to complete any transaction through the Website, which was not intentional and resulted from a bona fide error, notwithstanding the Company's procedures to avoid such error, for instance:
- i. if the Customer does not have enough available funds in their bank account to make the transfer;

- ii. if the Customer's computer malfunctions;
 - iii. if the Company's browser or the processing centre of the Company or its agent that is used for Website is not working properly and the Customer knew or is advised by the Company or its agent about this when the Customer made the transaction or payment to purchase any Insurance Products;
 - iv. if circumstances beyond the Company's control (such as fire, flood, computer failure, force majeure events or interference from an outside force) prevent the transaction from being properly executed or completed;
 - v. if the Customer's Password or user access have been reported lost or stolen or breached by any third party or the Company has reason to believe that the transaction is unauthorized;
 - vi. if the transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices or laws or government regulations;
 - vii. if the Company has reasonable cause not to honour for the Company's protection or for the Customer's;
 - viii. if the Customer's access to the Website has been suspended;
 - ix. if the funds in the Customer's bank account are subject to legal process or other encumbrance restricting the transfer;
 - x. if the Insurance Companies stipulated any restrictions; and any other exceptions stated in the Company's agreements with the Customer.
- e. The Company shall not be obligated to inform the Customer of a failure to effect any payment or execute any transaction for any of the abovementioned reasons. The Company may at any time request from the Customer's written confirmation of submitted transactions. The Customer declares that none of its transactions shall contribute to the laundering of criminal proceeds and the Customer assumes responsibility for the authenticity and lawfulness of its transactions.

XII. Miscellaneous Provisions

- a. These Terms and Conditions may be amended by the Company from time to time at its sole discretion. Upon amendment, the Company will place a notice on the Website. Please periodically review the controlling version of these Terms and Conditions. By continuing to use the Website subsequent to the Company making available an amended version of these Terms and Conditions, the Customers thereby acknowledge, agree, and consent to such amendment as well.
- b. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. No waiver by the Company of any provision of this Agreement shall be binding except as set forth in writing and signed by its duly authorized representative. These Terms and Conditions are fully assignable by the Company and will be binding upon and inure to the benefit of our successors and assigns.
- c. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms and Conditions. The Customer agrees to not make any public statements that assert or imply any relationship with the Company, unless the Customer has received any prior written approval from the Company.
- d. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.
- e. The Company reserves all rights not expressly granted under these Terms and Conditions, and no other rights are granted by implication or estoppel or otherwise.
- f. The headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.
- g. The Company reserves the right in its discretion to change without prior warning or notice any information or material contained on the Website and the Terms and Conditions under which the services are used.

XIII. Governing law and Jurisdiction

- a. The Company controls and maintains the Website from the UAE and the Company makes no representation that the material and information contained herein is appropriate or available for use in other locations/jurisdictions.
- b. These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE as applied by the Courts of the Emirate of Dubai, as applicable from time to time and the Company and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts in the UAE to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.
- c. The Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause

being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.

- d. Submission to the jurisdiction of the courts of the UAE shall not limit the right of the Company to bring proceedings against the Customer in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.