

TERMS OF USE

This website (<https://www.beacon.co.in/>) is designed, developed and maintained by **Beacon Insurance Brokers Pvt. Ltd.** (“We”, “us”, “our”, “Company”).

By using this website, you (customer) **acknowledge your assent** to the following terms of use without limitation or qualification. Please read these terms carefully before using this website. We may **amend or modify** the terms, at any time at the sole discretion. We will **alert you with the revised policy** on the website about any changes by updating the “Last Amended” date of the policy.

By accepting to the terms, you are also giving your assent to the **Privacy policy** and the **Cookie policy** of this website, which also governs your visit to Beacon’s website, to understand our practices. The personal information / data provided to us by you during the course of usage of Beacon website will be treated strictly as confidential and in accordance with the Privacy Notice and applicable laws and regulations.

If you object to your information being transferred or used, please do not use the website.

1. Legal Information:

Any information about our products and services provided on the Website is for general information only, does not take account of any individual circumstances and may not reflect recent changes in the law.

The information on our website refers only to the law of India and is intended only for residents of India, you should be aware that laws and regulations might be different outside India.

You should always obtain detailed specialist advice from a suitably qualified lawyer before taking, or not taking, any action.

2. Your Account:

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your website password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the website.

We reserve the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

3. Agreements Between Users Of Our Websites:

Our websites allow Product owners and managers to advertise their products (each, an “Advertiser”) to potential Consumer (each, a “Consumer”).

You may use the websites as a guest user or a registered user.

4. Warranty Disclaimer:

Information, content and materials provided on this website are on an “As Is” basis and we do not make any express or implied representation or warranty regarding the accuracy or completeness of the same.

5. Your Conduct:

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Beacon, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity.
- to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";
- to cause annoyance, inconvenience or needless anxiety.
- by hacking, attempting to gain unauthorized access to the Website or any server on which the Website is stored, or by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful). You may not attack the Website via a denial-of-service attack or a distributed denial of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those

authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

6. User Code Of Conduct:

You may post reviews, comments and other content; send communications; and submit your suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

In the event where you use a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. We reserve the right (but not the obligation) to remove, refuse, delete or edit any content that, in our sole judgment, violates these Conditions of use and, or terminate your permission to access or use this website.

If you do post content or submit material, and unless we indicate otherwise, you (a) grant us and our affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sub licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) we and our affiliates and sublicensees the right to use the name that you submit in connection with such content, if we choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request. You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to us:

- a. the content and material are accurate;
- b. use of the content and material you supply does not breach any applicable, Beacon policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory);
- c. the content is lawful. You agree to indemnify Beacon and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

7. Restriction On Use Of Material:

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redelivering through the use of "framing" technology or otherwise, publishing, selling, licensing, creating derivative works or using any website content for any purpose without our prior written approval.

8. Intellectual Property Rights:

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by us or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with us. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of the Beacon or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of the Operator or third-party trademarks.

9. Limitation Of Liability:

While we use reasonable efforts to include **accurate and up to date** information on this website, errors or omissions sometimes occur. We make no warranties or representations as to the accuracy of the content of our website.

Under no circumstances, including but not limited to any liability arising from **tort, contract or negligence**, shall "Beacon Insurance Brokers Pvt. Ltd." or its "directors" or "employees" be liable for any indirect, incidental, special, punitive, exemplary or consequential damages including lost profits, revenues, or data, financial losses that are alleged to have resulted from the use and/or inability to use this website or information contained within, even if "Beacon Insurance Brokers Pvt. Ltd." and/or its "employees" or "directors" have been notified of the possibilities of potential damages or losses.

We also assume no responsibility, and shall not be liable for, any damages to, or **viruses** that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from the website.

You specifically acknowledge and agree that we are not liable for any **defamatory, offensive or illegal conduct** of any User. You also specifically acknowledge that any Communication transmitted by you to us via the Internet may not remain confidential or free from interference by unauthorized third parties during its transmission.

We exclude to the extent lawfully permitted all liability for loss or damage, whether direct, indirect or consequential (including, without limitation, loss suffered as a result of breach of these terms which is not a foreseeable consequence of the breach, lost profits, lost opportunity, lost business, loss of goodwill, loss of contracts, increased overheads or administrative expenses or management time) arising out of your use of or inability to use this Website, or from any information or omission contained in this Website.

We do not exclude our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or any other liability, which cannot be excluded or limited by law.

Except where specifically stated in respect of online products, nothing in these pages constitutes either an offer, or legal or other professional advice and by using this Website you confirm that you have not relied on any such content.

This Website contains links to other websites not operated or controlled by us. If you use these links, you will leave the Website. These links are provided for convenience only and do not constitute any endorsement by us or the organization promoted on the linked websites, their products or services. We do not have any control over such linked websites or the content of them and cannot accept any responsibility for them.

10. Waiver:

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

11. Right To Monitor:

We reserve the right to monitor this Website and all its content, and to disclose any information as necessary to satisfy any law, regulation or governmental request, or to edit, remove any information or materials, in whole or in part, that in the sole discretion of the company will be objectionable or in violation of these Terms.

12. Privacy, Ownership And Communications:

When you visit our website or send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mail or phone calls from us with respect to your order.

Any information, messages, or materials you send to this website by email or another method — including data, queries, comments, or suggestions - will belong to us, unless otherwise specifically stated below. Reproduction, soliciting, disclosure, transmission, publication, broadcasting, and posting are only a few of the uses for such data, communications, or content. Additionally, we are

free to utilize any ideas, concepts, know-how, or techniques that you contribute to this website for any reason, including but not limited to using the material to create and promote goods.

13. Arbitration:

In case of any dispute or differences arising out of or in connection with this agreement, the parties hereto, **agree to resolve their dispute by a sole arbitrator chosen by the parties in fast-track procedure under the provisions of Arbitration and Conciliation act, 1996.** The award under this section shall be made **within 6 months** from the date of commencement of the arbitral proceedings.

The arbitration proceedings shall be conducted in English. **The place for arbitration shall be decided by both the parties.** The award passed in the arbitration proceedings shall be **final and binding** on both the parties.

The **cost of arbitration shall be borne by both the parties equally.** But each party shall **bear the cost of their advocate/counsel** for the proceedings.

14. Jurisdictional Issues:

Unless otherwise expressly set forth herein, we make no representation that materials on this website are appropriate or available for use in any location. Those who choose to access this website do so on their own initiative and are responsible for compliance with local laws.

Except as specifically set forth herein the information contained on this website is not an offer to sell or any security, insurance product or other product or service. 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.

15. Severability:

In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes close to the intention underlying the unenforceable provision.

This policy was last amended on 31st January 2025.