

# **TERMS & CONDITIONS FOR THE USE OF CUSTOMER PORTAL**

## **INTRODUCTION**

The following terms and conditions govern your use of this Customer Portal. Your use of this Customer Portal and Content constitutes your acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should immediately cease use of this Customer Portal and Content.

By availing you're self to this facility it is construed that you had understood its contents and are in agreement with terms and conditions relating to the facility.

This Customer Portal presents information and content that is owned or licensed by CEYLINCO LIFE INSURANCE LIMITED of Sri Lanka, its parents, subsidiaries and affiliates. When used in these Terms and Conditions, "we" and "our" mean CEYLINCO LIFE INSURANCE LIMITED and "you" and "your" refers to any individual, Company, or legal entity that accesses or otherwise uses this Customer Portal.

These terms and conditions apply only to your use of this Customer Portal and Content, and they do not apply to your use of any products or services otherwise offered by CEYLINCO LIFE INSURANCE LIMITED. We may have established or will establish additional or different terms and conditions for certain products and services. In many instances, our products or services involve sophisticated financial instruments or investments that are regulated by governmental authorities. You agree to review all applicable terms and conditions relating to CEYLINCO LIFE INSURANCE LIMITED's products and services. In the event of any conflict between the terms and conditions on this Customer Portal and such additional terms and conditions, the additional terms and conditions govern and control. Further, if you have a policy or account with CEYLINCO LIFE INSURANCE LIMITED, your customer relationship is also governed by other agreements, such as your policy or account agreement, as applicable. In the event of any conflict between the terms and conditions on this Customer Portal and such policy or account agreements, your policy and account agreements govern and control.

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Any information, other than personal data or information, that you transmit, post, upload, input or submit to CEYLINCO LIFE INSURANCE LIMITED via this Customer Portal, by electronic mail or otherwise, including data, questions, comments, or suggestions (individually or collectively a "Submission"), will be treated as non-confidential and non-proprietary information and will become the property of CEYLINCO LIFE INSURANCE LIMITED. Such Submission may be used by or on behalf of CEYLINCO LIFE INSURANCE LIMITED free of charge for any purpose, including without limitation to copy, reproduce, publicly display, disclose, transmit, publish, broadcast post, edit, translate and reformat, and CEYLINCO LIFE INSURANCE LIMITED shall have the right to publish your name in connection with your Submission. CEYLINCO LIFE INSURANCE LIMITED shall be allowed to use any ideas, concepts, know-how, techniques or proprietary information contained in any Submission free of charge for any purpose, including without limitation to develop or market products or services using or containing such Submission. In addition, CEYLINCO LIFE INSURANCE LIMITED shall have the right to assign or license such Submission or proprietary rights in such Submission to any third party without your consent and free of charge.

CEYLINCO LIFE INSURANCE LIMITED shall not be under any obligation to post, disclose, publish or in any way use any Submission, and may remove any Submission in its sole and absolute discretion.

By transmitting, posting, uploading, inputting or submitting a Submission, you warrant and represent that you own or have been granted all rights necessary to transmit, post, upload, input or submit your Submission and to allow for the assignment to and usage by CEYLINCO LIFE INSURANCE LIMITED as set forth in these Terms.

You hereby waive all applicable rights you may have in any Submission for the purposes set out in these Terms.

CEYLINCO LIFE INSURANCE LIMITED may disclose any information it possesses about you (including your name and contact details) if CEYLINCO LIFE INSURANCE LIMITED determines that such disclosure is necessary or useful in relation with any investigation or complaint regarding your use of the Customer Portal, or to identify, contact or bring legal action against anyone who may be damaging or interfering with (whether intentionally or not) CEYLINCO LIFE INSURANCE LIMITED's rights or property, or the rights or property of the Customer Portal's visitors or users, including CEYLINCO LIFE INSURANCE LIMITED's customers or policyholders, or if CEYLINCO LIFE INSURANCE LIMITED determines that applicable laws require or authorize such disclosure. CEYLINCO LIFE INSURANCE LIMITED reserves the right at all times to disclose any information that it deems necessary or useful to comply with any applicable laws, regulations, legal processes or governmental or court requests.

## **RESTRICTIONS**

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This Customer Portal may link to third party Customer Portals that are not under the control of or maintained by CEYLINCO LIFE INSURANCE LIMITED. CEYLINCO LIFE INSURANCE LIMITED is not responsible for the availability, content or accuracy of, or any updates or changes to any external Customer Portals and does not make any warranty, express or implied, with respect to the use of any external links or Customer Portals. The inclusion of any link to such Customer Portals shall not constitute or imply any form of cooperation with, approval of or endorsement by CEYLINCO LIFE INSURANCE LIMITED of the Customer Portals or their content. You acknowledge and agree that you use and access such hyperlinks and Customer Portals at your own risk.

**WARRANTY DISCLAIMER.** We strive to provide accurate and up-to-date material on this Customer Portal. However, we make no warranties or representations as to the accuracy or timeliness of the Content. Your use of this Customer Portal and content is at your own risk. Content may become inaccurate as a result of developments after its publication on this Customer Portal. CEYLINCO LIFE INSURANCE LIMITED assumes no responsibility to keep Content current or to correct inaccuracies or errors in Content. The Content on this Customer Portal and the operation of it are provided "as is" and for informational purposes only, and CEYLINCO LIFE INSURANCE LIMITED disclaims all representations or warranties of any kind, either express or implied, including warranties of merchantability, fitness for particular purpose, title, non-infringement, accuracy, completeness, and timeliness. Certain jurisdictions may not permit certain disclaimers of warranties. In such case, we disclaim warranties to the fullest extent permitted by the applicable law.

**YOU'RE RESPONSIBILITY FOR SECURITY.** CEYLINCO LIFE INSURANCE LIMITED does not warrant that the Customer Portal will operate error free or is free from viruses, worms, Trojan horses, or other destructive or harmful code. CEYLINCO LIFE INSURANCE LIMITED assumes no liability or responsibility for any damages to you, your computer, or other property due to your access to, use of, or downloading of Content. If you download or copy Content from this Customer Portal, you are responsible for taking all reasonable precautions necessary to ensure the security and integrity of your computer and systems, including employing current virus protection software.

**LIMITATION OF LIABILITY.** In no event shall CEYLINCO LIFE INSURANCE LIMITED or any other party involved in creating, producing, or delivering this Customer Portal or Content on CEYLINCO LIFE INSURANCE LIMITED's behalf be liable for any direct, incidental, special, consequential, indirect, lost profits, loss of business or data, or punitive damages arising out of your access to, or use of, or inability to access or use, this Customer Portal or any Content, or the performance of any product on this Customer Portal.

While CEYLINCO LIFE INSURANCE LIMITED uses reasonable efforts to include accurate and up to date information on its Customer Portals, errors or omissions may occur. To the fullest extent permissible under applicable laws and regulations, under no circumstances including without limitation negligence, will CEYLINCO LIFE INSURANCE LIMITED or any party involved in creating, producing, or delivering the Customer Portal or the Customer Portal Content be liable for any special, indirect, incidental, consequential or punitive damages, losses, liabilities, costs, expenses and/or consequences of any nature (including without limitation loss of data or profits), whether based on contract, negligence or tort, arising out of or in connection with the access to, use of, reliance on, or the inability to use the Customer Portal Content or any content available on other Customer Portals linked to this Customer Portal, any system, server or connection failure, any interruption or delay in transmission, or any computer viruses, even if CEYLINCO LIFE INSURANCE LIMITED or any CEYLINCO LIFE INSURANCE LIMITED representative has been advised of the possibility of such damages, losses, liabilities, costs, expenses and/or consequences. To the fullest extent permissible under applicable law, in no event shall

CEYLINCO LIFE INSURANCE LIMITED's total liability to you exceed the amount paid by you, if any, for accessing this Customer Portal.

### **INDEMNITY**

You agree to indemnify and hold harmless CEYLINCO LIFE INSURANCE LIMITED, its officers, directors, shareholders, successors, assigns, employees, agents, subsidiaries and affiliates, from any claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) claimed by a third party and arising directly or indirectly out of or relating your use of the Customer Portal.

**CHANGES.** CEYLINCO LIFE INSURANCE LIMITED reserves the right to change the Content on this Customer Portal and these Terms and Conditions from time to time at any time without prior notice. The changes may include superseding terms and conditions or specific notices. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. You are bound by any such revisions and should therefore periodically visit CEYLINCO LIFE INSURANCE LIMITED's Customer Portal to review the most updated and current conditions to which you are bound, which can be found by clicking the hyperlink "Terms and Conditions" at the bottom of the CEYLINCO LIFE INSURANCE LIMITED Customer Portal. Your continued use of this Customer Portal constitutes your acceptance of any change or update, all of which shall become controlling when posted.

**PRIVACY.** You may review CEYLINCO LIFE INSURANCE LIMITED's Customer Portal Privacy Statement the bottom of the CEYLINCO LIFE INSURANCE LIMITED Customer Portal

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Unless otherwise expressly set forth herein, CEYLINCO LIFE INSURANCE LIMITED makes no representation that the Customer Portal Content is appropriate or available for use in any location or jurisdiction. Some products and services may not be available in all jurisdictions. When you choose to access this Customer Portal and/or use the Customer Portal Content you do so on your own initiative and at your own risk, and it is your responsibility to comply with applicable laws and regulations. Except as expressly set forth herein the materials and/or information contained on this Customer Portal are not an offer to sell or a solicitation to buy any insurance product or other product or service from CEYLINCO LIFE INSURANCE LIMITED. No insurance product or other product or service is offered or will be sold by CEYLINCO LIFE INSURANCE LIMITED or, if sold by CEYLINCO LIFE INSURANCE LIMITED will be effective, in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under insurance or other laws or regulations of such jurisdiction.

**GOVERNING LAW.** These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Sri Lanka, without giving effect to conflict of law principles thereof.

**TERMINATION.** CEYLINCO LIFE INSURANCE LIMITED reserves the right in its sole discretion to terminate or restrict your use of all or any part of the Customer Portal, without notice, for any or no reason, and without liability, from us to you or anyone else. The Terms and Conditions relating to Ownership and Use of Content, Indemnification, Limitation of Liability, Warranty Disclaimer and Governing law shall survive any termination.

### **DISCLAIMER**

To the fullest extent permissible pursuant to applicable laws and regulations:

(1) This Customer Portal and all its content (including without limitation functions, text, data, materials, information, graphics, logos, icons, images, photographs, structure, arrangement, lay-out, “look and feel”, audio clips, sounds, music, videos, and software, and any combination thereof) (the “Customer Portal Content”) are provided “as is” without warranties of any kind, whether express or implied. CEYLINCO LIFE INSURANCE LIMITED hereby disclaims any and all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights.

(2) CEYLINCO LIFE INSURANCE LIMITED does not warrant that the Customer Portal or the Customer Portal Content will be uninterrupted or error-free, that defects will be corrected, or that the Customer Portal, the Customer Portal Content, or the server that makes it available are free of viruses, contamination, destructive features or other harmful components.

(3) CEYLINCO LIFE INSURANCE LIMITED hereby disclaims any and all liability for the acts and omissions of third party in connection with or related to the Customer Portal, the Customer Portal Content or CEYLINCO LIFE INSURANCE LIMITED’s products or services.

(4) CEYLINCO LIFE INSURANCE LIMITED does not warrant or make any representations in terms of suitability, comprehensiveness, accuracy, reliability, or otherwise regarding the Customer Portal Content or its use or results. The Customer Portal Content is not intended to be or contain a complete description of all terms, conditions or exclusions applicable to the products and/or services described or referred to on this Customer Portal, but is provided solely for informational purposes. For details please refer to the specific terms and conditions provided in the relevant policies or agreements.

Your sole remedy against CEYLINCO LIFE INSURANCE LIMITED if you are dissatisfied with the Customer Portal or the Customer Portal Content is to stop using them. CEYLINCO LIFE INSURANCE LIMITED reserves the right to modify, suspend or terminate the Customer Portal or any portion thereof, its operation, or the access to the Customer Portal or any portion thereof, for any reason, at any time, and without notice.

## **SECURITY**

At CEYLINCO LIFE INSURANCE LIMITED, we take our user's security and confidentiality very seriously. There is inherent risk in doing business with anyone over a public medium like the Internet. CEYLINCO LIFE INSURANCE LIMITED has implemented measures to reduce these risks. Physical, electronic, and managerial measures are in place to protect your data.

If you open or register for an online account, you must complete the registration process and provide up to date, comprehensive and accurate information as required in the applicable registration form. It is your responsibility to protect and maintain the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account and you must notify CEYLINCO LIFE INSURANCE LIMITED immediately of any unauthorized use of your account or any other breach of security. CEYLINCO LIFE INSURANCE LIMITED and its service providers will not be liable for any damages, losses, liabilities, costs, expenses and/or consequences of any nature that you may incur as a result of someone else's use of your password or account, whether it is with or without your knowledge or consent. You may however be held liable for damages, losses, liabilities, costs, expenses and/or consequences of any nature incurred by CEYLINCO LIFE INSURANCE LIMITED or another party due to the use made of your account or password. It is prohibited to use anyone else's account at any time without the account holder's consent or permission.

## **NO UNLAWFUL OR PROHIBITED USE**

You agree that you shall not, and shall not attempt to:

(1) do anything that may damage, disable, overburden, or impair the Customer Portal, any CEYLINCO LIFE INSURANCE LIMITED server, or any networks connected to the Customer Portal or any CEYLINCO LIFE INSURANCE LIMITED server, or that may interfere with anyone's use and enjoyment of the Customer Portal, with the Customer Portal Content or with any services offered on or through the Customer Portal;



(2) obtain unauthorized access to any part or feature of the Customer Portal, the Customer Portal Content, accounts, products or services offered on or through the Customer Portal, or to any systems or networks connected to the Customer Portal or to any CEYLINCO LIFE INSURANCE LIMITED server, or to any of the services offered on or through the Customer Portal;

(3) make unauthorized use of any robot, spider, site search/retrieval application, devices, programs, algorithms or methodologies, or any similar or equivalent processes, to access, acquire, copy or monitor any portion of the Customer Portal or the Customer Portal Content, or to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Customer Portal or the Customer Portal Content, or to obtain any materials, documents or information through any means not purposely made available through the Customer Portal;

(4) remove any copyright, trademark or other proprietary rights notices contained on the Customer Portal or in the Customer Portal Content;

(5) Collect information about the Customer Portal's visitors or users, including without limitation tracking any information on any other visitor or user of the Customer Portal, without their express written consent;

(6) publish, upload, post, transmit, distribute, disseminate or otherwise use any materials or information that may be inappropriate, profane, defamatory, obscene, indecent or unlawful, that may infringe third party rights, or for which you do not have sufficient permission or the necessary rights to do so;

(7) Reverse engineer, decompile or disassemble any portion of the Customer Portal or the Customer Portal Content;

(8) use the Customer Portal or the Customer Portal Content for any unlawful or unauthorized purposes, or otherwise violate any applicable laws or regulations by using the Customer Portal or the Customer Portal Content;

## **BROWSER AND SCREEN RESOLUTION**

In order to improve the user experience and better delivery of materials or information, CEYLINCO LIFE INSURANCE LIMITED may employ technologies not supported by older browsers. CEYLINCO LIFE INSURANCE LIMITED Customer Portals and portals are best viewed by the latest version of browser from major vendors, such as Microsoft®, Google® or Mozilla®, with JavaScript® and SSL enabled.

You may need to install Adobe® Flash® Player and Java® Runtime to be able to enjoy some features. Moreover, some of the materials, including downloadable forms, reports, and brochures, may require Adobe® Acrobat® Reader® to be installed on your machine.

For an optimum experience, CEYLINCO LIFE INSURANCE LIMITED Customer Portals and portals are best viewed with 1152 x 864 screen resolution.

## **INCONSISTENCY IN WORDINGS**

In the event of any ambiguity or inconsistency between the English and local language versions of these Terms, the English version will control and prevail.