

Terms of Use

1. Introduction

- 1.1 Bima Leap Insurance Broker Limited (referred to as "Bima Leap," "We," "Us," or "Our") welcomes you to www.bimaleap.com or the mobile applications accessible through various internet-enabled smart devices (collectively referred to as the "Platform"). The Platform provides access to buy insurance products from various insurance companies and related services ("Services").
- 1.2 Bima Leap is a licensed Insurance Broking Company holding a Broking license from the Insurance Regulatory and Development Authority of India.

2. Governing Document

- 2.1 The Platform is owned by Bima Leap Insurance Brokers Private Limited, a company incorporated under the Companies Act, 2013, with its registered office at 2ND FLOOR, F-7, B-1, MOHAN COOPERATIVE INDUSTRIAL ESTATE, MATHURA ROAD, DELHI-110044. These Terms of Use govern your access to the Platform and the Services, and by using the Platform, you agree to be bound by these terms and conditions.
- 2.2 We reserve the right to change, modify, add, or remove portions of these Terms of Use at any time without prior notice. It is your responsibility to review these terms periodically for updates. Continued use of the Platform after changes will constitute your acceptance of the revised terms.

3. Acknowledgment and Acceptance

- 3.1 Entire Agreement: These Terms of Use, together with other documents/policies available on the Platform or entered separately by Bima Leap with You, constitute the entire agreement ("Agreement") between Bima Leap and You. • Privacy Policy • Grievance Redressal • Fraud Detection • Shipping Policy • Cancellation and Refund • Disclaimer • Fraud Identification
- 3.2 You acknowledge and agree that your usage of the Platform is governed by the terms and conditions of this Agreement.
- 3.3 If you do not agree with these Terms of Use, please do not use the Platform.

4. Eligibility

- 4.1 Services available through the Platform are only accessible to individuals of majority age (18 years or more) and who can legally form a contract under the Indian Contract Act, 1872, or any other applicable law.
- 4.2 Persons who are incompetent to make a legal and valid contract for any reason (minor, lunatic, insane, undischarged insolvent, etc.) are not eligible to use the Platform or avail the Services.
- 4.3 Bima Leap reserves the right to restrict or terminate access to the Platform and deny Services to any user who does not meet the eligibility criteria.

5. Important

- 5.1 You understand and agree that accessing and using the Platform or availing Services is at your own discretion and responsibility.
- 5.2 Bima Leap reserves the right to modify, suspend, cancel, or discontinue any or all sections or Services on the Platform without notice.
- 5.3 You release and indemnify Bima Leap and its officers from any consequences arising from your actions on the Platform.
- 5.4 By interacting with Bima Leap through the Platform or any other electronic means, you consent to receive communications electronically.

6. Services

- 6.1 Bima Leap provides information primarily about insurance products and services through the Platform.
- 6.2 Any transactions or actions taken after visiting the Platform are solely at your own risk.
- 6.3 Bima Leap is not responsible for the completion of documentation for any transaction you initiate through the Platform.
- 6.4 You authorize Bima Leap to use your vehicle details for facilitating transactions.

7. Your Account and Login Options

- 7.1 You may access the Platform as a guest user without registration. However, certain features may require registration.
- 7.2 By registering, you create a unique account with Bima Leap ("Your Account").
- 7.3 You are responsible for maintaining the confidentiality of Your Account and must not share the details with others.
- 7.4 Your Information provided during registration is governed by the Privacy Policy.

8. User Content

- 8.1 You are responsible for any User Content you upload, post, or make available on the Platform.
- 8.2 Bima Leap may remove or disable User Content that violates any applicable laws or infringes on others' rights. 8.3 By sharing User Content, you grant Bima Leap a perpetual, non-exclusive, worldwide, royalty-free license to use and reproduce the content.

9. Audit and Information Sharing

- 9.1 Bima Leap reserves the right to audit the Content, User Content, and Features available on the Platform, as well as any other material or information posted/uploaded by the User. If Bima Leap determines that any Content/User Content or any other material or Feature of the Platform is in contravention of any applicable law or violates the terms

and conditions of this Agreement, Bima Leap may remove, edit, or block such material without notice.

- 9.2 Bima Leap may share information pertaining to such instances with government agencies for verification of User identity, prevention, detection, investigation, prosecution, and punishment. Users are advised not to engage in activities that violate any applicable laws, rules, regulations, or the terms and conditions of this Agreement.
- 9.3 "Contents" or "Content" refers to any information, data, text, photographs, graphics, video, messages, materials, forms, documents, or other materials and information viewable or downloadable on or through the Platform.
- 9.4 "Feature" or "Features" includes any interactive service or additional feature introduced or available on the Platform.

10. Third Party Service Providers

Bima Leap may use third-party service providers to assist in improving our Services and Platform and to monitor Users' interests and activities. By using the Platform, you authorize Bima Leap and/or third-party service providers engaged by Bima Leap to collect, use, store, analyze, reproduce, publish, and adapt the information related to your use of the Platform for data analysis and to enhance your experience on the Platform. Any such services shall be subject to the additional terms and conditions of Bima Leap and/or third-party service providers.

11. Payment Related Information

- 11.1 Access to the Platform is free, and Users (Registered or Guest) can browse the information/products and avail the Services free of charge.
- 11.2 Please note that Bima Leap is assisting in the collection of the premium amount on behalf of the insurer whose insurance product you have chosen to buy. Acceptance of the insurance premium and the final issuance of the policy are subject to the underwriting norms and discretion of the respective insurance company.

12. License and Platform Access

- 12.1 Subject to compliance with applicable laws, rules, and terms of this Agreement and/or Additional Terms, Bima Leap grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and limited permission to access and use the Platform and avail the Services, subject to certain conditions:
 - 12.1.1 The license does not include any resale or commercial use of the Platform or its Contents or any derivative use of the Platform or its Contents.
 - 12.1.2 You shall not reproduce, duplicate, copy, resell, republish, transmit, or distribute any Content from this Platform for any commercial purpose.
 - 12.1.3 You shall not restrict or inhibit any other user from using this Platform.

- 12.1.4 You shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Bima Leap without express written consent.
- 12.1.5 You may not use, download, or install any software available on the Platform without express written permission.
- 12.1.6 Any unauthorized use terminates the permission and license granted by Bima Leap under this Agreement.

12.2 Modification:

Bima Leap does not guarantee the correctness of information available on the Platform, and we reserve the right to modify, suspend, cancel, or discontinue any section or service at any time without notice. If the information is found to be incorrect or not up to date, we may make modifications and alterations without notice. Bima Leap shall not be liable for any such modifications or discontinuance of the Platform.

13. Intellectual Property Right

- 13.1 The Platform, its Content, and other works on the Platform are copyrighted works owned by Bima Leap or its licensors. Any unauthorized alteration, commercial use, or distribution of the material contained in the Platform is a violation of Bima Leap's copyright.
- 13.2 The Platform may contain trademarks, logos, or service marks ("Marks") owned by Bima Leap or third parties. You are not permitted to use these Marks without obtaining written permission from Bima Leap or the respective third-party owners.
- 13.3 By using the Platform or availing any product or service through it, no express or implied right is granted to you in respect of the Content. Bima Leap reserves the right to change or modify the Content at its sole discretion.
- 13.4 You are prohibited from copying, reproducing, republishing, uploading, posting, transmitting, or distributing the Content available on the Platform without prior permission from Bima Leap or its licensors. Bima Leap disclaims any responsibility or liability for damages caused by downloading any data from the Platform.
- 13.5 Any unauthorized use of the Platform, Content, Marks, or other intellectual property rights of Bima Leap in violation of this Agreement or any applicable law may constitute an infringement, for which Bima Leap or the third-party owner may initiate legal proceedings against the User.
- 13.6 Unless otherwise indicated or stated, Bima Leap owns all intellectual property rights to and into the trademark "bimaleap" and the Platform, including but not limited to copyright, patents, designs, trade secrets, and goodwill.
- 13.7 All rights not expressly granted to the User under this Agreement are reserved exclusively to Bima Leap.

14. Indemnification

- 14.1 You agree to indemnify, defend, and hold harmless Bima Leap and its directors, officers, employees, and contractors from any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses arising from
- (i) your breach of the Agreement,
 - (ii) claims made by any third party due to your use of the Platform,
 - (iii) any User Content provided by you causing damage to a third party, and
 - (iv) your violation of any rights of another, including intellectual property rights.
- 14.2 Bima Leap may notify you of any claims for which you are liable to indemnify Bima Leap. You will then be required to consult with Bima Leap regarding the course of action to defend such a claim. You shall not compromise or settle any claim or admit any liability without Bima Leap's express written consent.

15. Disclaimer of Warranty and Liability

- 15.1 All Content, information, and services provided on the Platform are offered on an "as is" basis without any warranty, express, implied, statutory, or otherwise, including warranties of title, non-infringement, merchantability, or fitness for a particular purpose.
- 15.2 When you access the Platform or avail any product or service through it, you do so at your own risk. Bima Leap makes no warranty that the Platform or the services will meet your requirements, be uninterrupted, timely, secure, or error-free. Bima Leap disclaims any guarantee regarding the effectiveness, accuracy, reliability, quality, or correction of any errors or defects in the Platform or services. Any advice or information obtained from Bima Leap or the Platform shall not create any warranty not expressly stated in these Terms of Use.
- 15.3 Bima Leap and its respective officers, directors, and employees shall not be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages, including loss of use, data, or profits, arising out of or in connection with your use of or access to the Platform, services, content, or User Content, whether or not foreseeable or whether or not Bima Leap has been advised of the possibility of such damages.
- 15.4 If you download the Platform from third-party service providers, Bima Leap and the third-party service provider shall not be held liable for any errors or failures in the functioning of the Platform. It is your responsibility to follow the rules/guidelines provided by third-party service providers before downloading/installing the Platform.

16. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. All disputes arising under this Agreement shall be subject to the exclusive jurisdiction of courts at Noida, UP.

17. Force Majeure

17.1 Bima Leap shall not be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event, which includes events beyond its reasonable control, such as sabotage, fire, flood, earthquake, acts of God, civil commotion, pandemic, strikes, industrial action, acts of government, etc.

17.2 A Force Majeure Event prevents timely fulfillment of Bima Leap's obligations under the Agreement.

18. Miscellaneous

18.1 Notice: Any notices shall be given by postal mail/email on behalf of Bima Leap to the address/contact provided on the Platform and on behalf of the User through email or general notification on the Platform.

18.2 Assignment: You cannot assign or transfer the Agreements or any rights granted hereunder or obligations to any third party without Bima Leap's written consent. Bima Leap may freely assign its rights and obligations under the Agreement to any third parties without requiring your consent.

18.3 Severability: If any clause of this Agreement is deemed invalid or unenforceable, the remaining clauses shall remain valid and enforceable.

18.4 Waiver: Failure to enforce or exercise any provision or right in the Agreement shall not constitute a waiver of that provision or right. Any waiver by Bima Leap shall only be valid if made in writing by a duly authorized officer.

18.5 Independent Contractor: You and Bima Leap are independent contractors, and nothing in the Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

18.6 Contacting You: By accessing the Platform or availing any service or product through it, you consent to Bima Leap and its associate partners communicating with you through phone calls, SMS, email, etc., even if your number is registered on the National Do Not Call Registry.

18.7 Survival: Rights and obligations under this Agreement that should survive or are expressly stated to survive shall remain in force despite the expiry or termination of the Agreement.

18.8 Grievance Officer: Bima Leap appoints a Grievance Officer to address any grievances related to this Agreement, whose contact information is provided in this section. The Grievance Officer shall handle complaints in compliance with the Information Technology Act, 2000 and its rules.

- Contact Number: 90690 90690

- E-mail:admin@bimaleap.com.

- Working Days: Monday to Saturday

- Working Hours: 10:00 am to 6:30 pm