

TERMS AND CONDITIONS

All Users of this website **reasontosmile.reliancenipponlife.com** (hereinafter "Site") must accept and comply with the Terms and Conditions (hereinafter "terms") set-forth herein.

1. General Provisions

The Users of this Site understand and agree that this Site envisages matters of a purely voluntary and educational nature and nothing contained herein implies or deems to indicate any solicitation, sale or an offer for solicitation and/or sale of any product or service by way of use, access of or via this Site.

All information accessible on this Site is the property of Reliance Nippon Life Insurance Company Limited (hereinafter "RNLIC") and of Kokilaben Dhirubhai Ambani Hospital & Medical Research Institute (hereinafter "KDAH"), and is protected by respective copyright and other intellectual property and proprietary rights. Without limiting the foregoing of expanding any of their rights hereunder, Users agree that they will not publish, broadcast, retransmit, reproduce, commercially exploit, create any derivative of or otherwise disseminate such information, the Site or any portion of the Site. RNLIC and KDAH hereby grant the Users of this Site a revocable, non-transferable, nonexclusive right to use the Site solely for the use of Users in accordance with the terms hereof. The foregoing permission has been granted to Users subject to their agreement to abide by these terms, as well as any other rules, procedures, policies, terms and conditions governing the Site that may be displayed from time to time on the Site and to which Users will be bound.

Users agree and understand that RNLIC and/or KDAH may use, store and hold the data submitted over this website for purposes connected with any matter envisaged over this website and may also contact the Users in order to confirm on various aspects hereof, subject to applicable law.

2. Disclaimer of Warranties

The Site and all information available on or via the site is provided "As is" and "As available", "without warranty of any kind, either expressed or implied, including without limitation:

a. any warranties concerning the availability, accuracy, completeness, timeliness or sequencing of the site or the information, products or services available on or via the site; and

b. any warranties of the title or expressed or implied warranties of merchantability, fitness for a particular purpose, of non-infringement of intellectual property and proprietary rights. This disclaimer of liability applies to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction or unauthorized access to, alteration of, or use of any asset, whether for breach of contract, tortious behaviour, negligence or under any other cause of action.

3. Indemnity

The Users agree to indemnify, defend and hold harmless RNLIC and/or KDAH and its affiliates from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising from or relating to (i) use of the Site by the Users; (ii) breach of these terms or any representations, warranties or covenants made by the Users herein; or (iii) violation of any applicable law, statute, ordinance, regulation or any third party's rights by the Users. This obligation survives the termination or expiry of these terms.

4. Joint Venture

Nothing contained in these terms shall constitute or create a joint venture, partnership, or any other similar arrangement between the Users and RNLIC or Users and KDAH. Neither party is authorized to act as agent or bind the other party except as expressly stated in these terms.

5. Limitation of Liability

The Users understand and agree that this Site envisages matters of a purely voluntary and educational nature and that under no circumstances shall RNLIC and/or KDAH be liable and/or responsible in pecuniary and/or penal manner for anything (including any losses and/or damages arising) in connection hereof.

6. Third Party Rights

Unless otherwise expressly stated, nothing in this agreement shall create or confer any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act, 1999 or otherwise in favour of any person other than RNLIC and/or KDAH and the User. Any rights not expressly granted herein are reserved.

7. Links to other Sites

The Site may contain links to third party web sites that are maintained by others. These links are provided solely as a convenience to Users and not as an endorsement by RNLIC or KDAH of the contents on such third-party web sites. Neither RNLIC nor KDAH is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available on linked third-party web sites. If Users decide to access linked third-party web sites, they do so at their own risk. Users further acknowledge and agree that RNLIC and/or KDAH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

8. Modifications

RNLIC and/or KDAH may modify the terms of this User Agreement or any of the policies or guidelines governing the Site, at any time and in its sole discretion, by posting the modified User Agreement on the Site. The modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications. Users agree to view this User Agreement periodically so that they are aware of any modifications. Users use of the Site indicates their full acceptance of the User Agreement in its then-current form each time they use the Site. Users agree that the notice provisions provided in this User Agreement are reasonable. Users may not modify the terms of this User Agreement or any of the policies or guidelines governing the Site without express prior written consent of RNLIC and/or KDAH.

RNLIC and/or KDAH reserve its rights to delete or take offline any part, page or portion of this Site.

9. Password Security

Users are expected to maintain the confidentiality of their login name and password (if any) and will be entirely responsible for all activities that occur under this account. Users are entirely responsible to maintain the confidentiality of their password and account. Users agree to immediately notify RNLIC and KDAH of any unauthorized use of their account or any other breach of security.

10. Force majeure

RNLIC and/or KDAH will attempt to provide constant, uninterrupted access to the Site. However, in the event RNLIC and/or KDAH is unable to provide, or is delayed in providing access to the Users as a result of any event beyond the reasonable control, whether or not foreseeable and including, but not limited to acts of God, war, riot, insurrection, invasion, acts of enemy, embargoes, acts of civil or military authorities, labour strikes or shortages, governmental decree or regulation, court order, severe weather, fire floods, earthquakes, accidents, failure of suppliers, and breakdown in systems, communications or transport facilities, neither RNLIC nor KDAH shall be liable for any loss or damage of any sort. The User agrees that neither RNLIC nor KDAH cannot guarantee the reliability, consistency or continuity of this Site for any reasons (including upon any delay or failure of any internet services or any other mode of services being required for the use of or access to this Site); and that neither RNLIC nor KDAH have any control over the same.

11. Laws

This Site shall be governed by and construed in accordance with Indian laws and subject to the jurisdiction of Indian Courts.

12. Disputes

In the event of any dispute arising between Users, RNLIC and KDAH concerning anything related to this Site the same will be resolved by submitting the dispute to Arbitration by a Sole Arbitrator to be appointed by RNLIC and/or KDAH and the decision of such Arbitrator shall be final and binding upon the parties. The Arbitration shall be conducted in accordance with the Indian Arbitration & Conciliation Act, 1996 or any of its statutory amendments or re-enactments. The same shall be governed by and construed in accordance with Indian laws and will be held at Mumbai.

17. Severability

If any provision of the Agreement shall be deemed unlawful, void or for any reason, unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

18. Termination

If Users are required to register to access this Site or in case Users may be ineligible for usage or access of this Site or for any other reason, RNLIC and / or KDAH reserve the right to reject such registration or suspend or terminate access of Users and/or use of this Site at any time, in the sole discretion of RNLIC and/or KDAH. Termination or expiry of Users' access to and use of this Site shall not relieve Users of any obligations arising or accruing prior to such termination or limit any liability that they may otherwise have to RNLIC and/or KDAH.