

## **ORIENT INSURANCE LIMITED**

### **TERMS OF USE**

#### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE.**

Orient Insurance Limited ('Orient') maintains this Web Site and all the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the Site (collectively 'Content'), for the use of its customers, employees and members of the general public but only for the lawful purposes described below. Such content is provided by Orient as a convenience to its customers and to the general public.

#### **ACCEPTANCE OF CONTRACT TERMS: JURISDICTION**

In exchange for accessing, browsing and/or using the Site, you agree to be bound by these terms and to comply with all applicable laws and regulations in Sri Lanka. You represent you have the legal authority to accept these Web Site Terms of Use on behalf of yourself or any party you represent. Use of the Site is unauthorized in any jurisdiction that does not give effect to these Web Site Terms of Use, including without limitation this paragraph.

#### **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.**

The Site is controlled and operated in whole or in part by Orient from its offices within Sri Lanka. By accessing the Site you agree that the laws and regulations of Sri Lanka without regard to conflicts of laws principles, will apply to all matters relating to use of the Site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the Courts of Sri Lanka. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. Orient makes no representation that the Content in the Site is appropriate or available for use in other locations, and access to it from territories where the Content is illegal is prohibited. You acknowledge that Orient reserves the right in its sole discretion to refuse to terminate access to the Site by you at any time.

#### **COPYRIGHT AND RESTRICTIONS ON USE OF CONTENT**

While Orient provides the information on this Site to anyone, we retain copyright on all text and graphic images. You acknowledge, having been advised by Orient that the Content is protected in Sri Lanka and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws and other proprietary rights laws (collectively 'Rights'). In addition to Orient's Rights in individual elements of the Content, Orient or its licensors own a copyright in the selection, coordination and arrangement of the Content.

You are hereby granted permission to access the Content from the Site in whole or in part, (and except where otherwise specified or provided by Orient, print a single copy of the information for your own personal use) but only for purposes of viewing and browsing through the Site or ordering products or services from the Site if applicable. You are also hereby granted permission to store files on your computer for your own personal use; reference hypertext documents on the Site from your own documents. However, these permissions terminate automatically if you breach any of the Web Site Terms of Use. Orient is not granting you any permission to use the Content other than the permission expressly stated in these Web Site Terms of Use. All other use of Content from the Site, including, but not limited to modification, publication, transmission, participation in the transfer of sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), 'mirroring' the Site or in any other way exploiting any of the Content, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without Orient's prior express written consent.

## **LIMITATION ON SCOPE OF CONTENT**

The Site contains information regarding Orient and promotional programs. The Products described in this Site contain uniquely Sri Lanka specifications and are offered for sale in Sri Lanka. The promotional programs if any described in this site are available only in Sri Lanka. The price information contained in or provided through the Site is for information purposes only and does not constitute any offer to sell the products concerned. The actual prices and terms and conditions of sale will be determined by Orient.

## **TRADEMARKS AND SERVICES MARKS**

Orient and other trademarks, such as products and service names found on the Site (collectively the 'Trade Marks') are owned by Orient, its associate companies, suppliers, business associates or third parties and registered in Sri Lanka and/or elsewhere or unregistered. Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks displayed on the Site, without the written permission of the Trademark owner concerned. The Trademarks may not be used in any way, including in advertising or publicity pertaining to distribution of Products on the Site, without prior, written permission of Orient.

## **SUBMISSION AND COLLECTION OF INFORMATION**

There are instances where Orient requests personally identifiable information from the Site users to provide them with a service or correspondence (promotions and mailed brochures). This information, such as name, mailing address, e-mail address, type of request and possibly additional information, is collected and stored in a manner appropriate to the nature of the data by Orient and is used to fulfill your request. Although Orient makes every effort to ensure the secure collection and transmission of sensitive user information using industry accepted data collection and encryption methodologies, Orient does not guarantee the security of any information transmitted to or from the Site or data gathered from the usage of the Site. The information you provide and the data gathered is used by Orient to improve the services we provide you. You hereby grant Orient an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute any information you send, and agree that Orient is free to use any ideas, concepts, know-how or techniques that you send Orient or any purpose.

## **PROHIBITED CONDUCT**

You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law. You agree (i) not to use the Site to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; (ii) not to interfere or disrupt the Site or any networks connected to the Site; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of the Site or any transactions being offered at the Site (iv) not to use the Site to collect or export personal information, including, without limitation, financial information, about other participants at the Site; (v) not to use the services, products associated with the Site for illegal purposes, and (vi) to comply with all regulations, policies and procedures or networks connected to the Site.

## **DISCLAIMER OF WARRANTY**

**ORIENT INSURANCE LTD ('ORIENT') DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEB SITES LINKED TO OR FROM THE SITE. THE CONTENT OF THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, ORIENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,**

**INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF THIRD PARTY RIGHTS.**

#### **REVISIONS**

Orient may revise or withdraw the Content, in whole or in part, at any time without notice. Orient may at any time revise these Web Site Terms of Use by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Web Site Terms of Use to which you are bound.

#### **PRIVACY POLICY**

The use of the site is subject to Orient's Privacy Policy. See below.

#### **LINKS TO THIRD PARTY WEB SITES**

Orient makes no representations whatsoever about any other web site which you may access through the Site. When you access a non-Orient web site, please understand that it is independent from Orient, and that Orient has no control over the content on that web site. In addition, a link to a non-Orient web site does not mean that Orient endorses or accepts any responsibility for the content, or the use of such web site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of destructive nature. Orient makes no representation or warranty as to any third party products. Note also that Orient Privacy Policy does not apply to any non-Orient web site which may be accessed through the Site. Please refer to such non-Orient web sites' own privacy policies (if any) to determine the privacy policies which apply when using such non- Orient web sites.

#### **LIMITATION OF LIABILITY**

Orient will not be liable for any damages of any kind including but not limited to, special, incidental or consequential damages arising out of or relating to the use or the inability to use the Site, the Content or links, damage caused by viruses affecting your computer equipment or your reliance on the Content or use of the products or services promoted/advertised at or associated with the Site.

#### **INDEMNITY**

You hereby agree to indemnify, defend, and hold harmless Orient and its shareholders, associates, employees and agents from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that they may sustain or incur arising from (i) your use of the Content available at or downloaded from the Site, (ii) your failure to comply with any applicable laws and regulations or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the products and services associated with the Site (iii) your use of the Content in any way contrary to the terms of use, (iv) the sale, purchase, transportation, delivery, use or disposal of any product, or service associated with the Site or available through other sites linked to the Site, or any loss suffered by or harm to any person or property in any way relating to of caused in whole or in part by your use of the Site or any service or product, associated with the Site (including, without limitation, any personal injuries or death of any third person caused in whole or in part by such products or services, the use, transportation, delivery, storage or handling thereof), and (v) any taxes attributable to the relating to any service or product associated with the Site.

#### **PRIVACY AND SECURITY POLICY**

Orient and its related companies recognize the importance of protecting the privacy of personal information collected about users (the Users) of the web sites (the Web Sites) belonging to Orient "Personal Information"

includes, but is not limited to, usage data, along with the name, address, telephone number and e-mail address of the Users. Orient reserves the right to analyse and utilize the user data in order to more effectively optimize the user experience and to present certain opportunities to the Users for their benefit has adopted this Privacy and Security Policy to inform the Users how it collects, stores, and uses Personal Information. Orient's intent is to balance its legitimate business interests in collecting and using Personal Information against the reasonable expectations of privacy of the Users.

By using any of the Web Sites, you consent to the collection and use of your Personal Information by Orient as set forth in the policy currently in effect. If we decide to change our policy, such changes will be posted at the Web Sites, so please check back periodically to ensure you have the most current policy.

### **COLLECTION**

Orient collects Personal Information when you visit the Web Sites or place an online order with us.

In addition we may ask you for Personal Information at other times, including by way of example, when you enter a sweepstakes, contest or promotion sponsored by us, when you complete surveys or other questionnaires, or when you send an e-mail to us. Whenever Orient collects Personal Information we try to include a link to this Policy on the Web Site page concerned.

Our web servers also may collect the domain names of the visitors to the Web Sites. This information is aggregated to measure number of visits, average time spent on the Web Sites, pages viewed, etc.

### **COOKIES**

"Cookies" are pieces of information that Orient transfers to the hard drives of the Users for record-keeping purposes. Orient may place Cookies with the Users visiting from advertising banners and hyperlinks on other web sites to track the success of a particular advertising campaign or marketing program. In addition, Orient may place Cookies with the Users to provide them with seamless access to the Web Sites, since storing their user name and password in a Cookie eliminates the need to re-enter that information on every page.

### **USAGE**

Orient uses Personal Information for facilitating order processing, developing enhancements to the Web Sites, marketing and promotional purposes (for example, offering the Users the opportunity to take advantage of special promotions and acquire Orient's products); and evaluating the Web Site usage by analyzing usage data.

The Web Sites may also contain optional surveys and questionnaires asking for information, comments, and suggestions as well as opportunities for visitors to ask questions. We use the information you provide to help us design and build better insurance products, to customize your experience, and to provide advice and purchase recommendations.

We also use the Personal Information we collect to help target valuable marketing and advertising offers. This kind of advertising may be done with banner ads as well as promotional e-mails sent by Orient or by third parties under contract with Orient.

Finally, Orient does research on the Users' demographics, interests, and behavior based on the information provided to us when making a purchase, during a promotion, from surveys and from our server log files. We do this to better understand and measure the use of the Web Sites, to improve the content of the Web Sites and the services we provide to our customers. This research is compiled and analyzed on an aggregated basis.

### **SHARING OF PERSONAL INFORMATION**

Except as outlined in this Policy or on the Web Sites, Orient never provides the Personal Information to third parties without a User's consent. Orient shares the Personal Information you provide with its related companies. Additionally, if you purchase a product requiring service, your Personal Information is shared with the service provider concerned.

Orient may also share Personal Information with third party business partners so that they may provide services to Orient that are consistent with the terms of this Policy and the Web Sites.

Orient may also disclose Personal Information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating the Web Site's Terms of Use or may be violating Orient's or other's rights or causing injury to or interference with Orient's or other's property. Orient may also disclose or give access to Personal Information when we believe in good faith that the law requires it.

### **SECURITY**

Orient only collects Personal Information to the extent deemed necessary to serve its legitimate business purposes, and it uses appropriate security technology to ensure the security, integrity, and privacy of all Personal Information as it deems appropriate. Nonetheless, is not responsible for any breach of its security or for the actions of any third parties who may obtain any Personal Information.

### **REMOVAL OR UPDATE OF PERSONAL INFORMATION**

The Users may update their Personal Information or remove their Personal Information from Orient by contacting us by email addressed to [info@orientinsurance.lk](mailto:info@orientinsurance.lk)

### **CHANGE TO POLICY**

Orient reserves the right to change this Policy at any time by posting an updated Policy at the Web Sites.

### **ADDITIONAL INFORMATION**

Any questions regarding this Policy should be directed to [info@orientinsurance.lk](mailto:info@orientinsurance.lk)