# **Sri Lanka Insurance Corporation Client Portal User Agreement**

This Client Portal User Agreement ("Agreement") is made by and between Sri Lanka Insurance Corporation Ltd. (the "Company") and you (the "Client") upon the following terms and conditions.

### **Purpose**

Company provides a voluntary Client Portal (a secure internet site) to offer selected insurance products online and permit easy and secure online electronic payments through a payment gateway maintained by Hatton National Bank. Furthermore, Client Portal will provide ongoing access to certain documents (including confidential documents) created or maintained by the Company.

The Company has the sole discretion to decide the types of documents can be accessed by the Client.

# **Service Availability**

Company will make its best efforts to provide a 24 hour uninterrupted availability of the Client Portal. However, company makes no representation or warranty that 24 hour service will be available. Client agrees and acknowledges that the client portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades or other mechanical or electronic failures.

### **Supported Browsers**

Client agrees to access the Client Portal using the internet browser, Microsoft Internet Explorer (version 9.0 or later), Google Chrome (Version 55 or later), Firefox (Version 40 or later) and Safari.

### Security

Company will use its best efforts to make the client portal secure from unauthorized access. The client portal will require industry standard 256 bit encryption on all communications between the client's end user device and the Client Portal server. If the browser prompts errors regarding to SSL certificates or not connected through HTTPS (the URL displayed in client's browser should start with https://), the Client must stop communicating with the Client portal immediately. The

client portal server operating system and applications software will be updated and scanned for viruses regularly. However, Client recognizes that no completely secure system or electronic data storage transfer has yet been devised.

# **Login Accounts and Their Security**

Client portal has enabled users to register with the site by providing personal information along with a preferred username and a password which should comply with the defined password rules.

The confidentiality of the user name, password and account itself are the responsibility of the user. Any activities that occur under users' accounts are their responsibility. You agree to notify the Company immediately of any unauthorized use of accounts or any other breach of security. The use of another person's username and password is expressly prohibited.

You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for

- 1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your username and password,
- 2) not allowing another person to use your username or password,
- 3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and
- 4) promptly informing the Company in writing of any need to deactivate a username due to security concerns or otherwise.

The Company is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Company's Client Portal using your username or password. You shall immediately notify the Company of any unauthorized use of your username or password and any breach of confidentiality. Until the Company receives such notification from you, you will be held liable for any harm ensuing from the use of your username on the Company's Client Portal.

### **Termination of Logon Account**

You agree to notify the Company immediately when your account is to be terminated. The Company will make every effort to terminate access immediately. However, you cannot be assured that access has been terminated until you receive confirmation of the termination from the Company.

#### **Links to other Websites**

Certain (hypertext) links may lead you to web sites that are not under the control of Company. When you navigate to any of these links, you will leave our website and we have no control over and will accept no responsibility or liability in respect of the material on any such other website.

# **Changes to Terms and Conditions of Use**

The Company reserves the right to modify the terms, conditions, and notices under which the portal is offered. Your continued use of the Company's Client Portal after the posting of any amended terms and conditions shall constitute your agreement to be bound by any such changes.

### **Ownership**

Client agrees not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Client Portal. Client agrees not to modify the software underlying the Client Portal in any manner or form or to use modified versions of such software, including, without limitation, for the purpose of obtaining unauthorized access to the Client Portal.

#### No Unlawful or Prohibited Use

You are prohibited from using the portal to damage, disable, or overburden the Company's servers or network or impair the portal or interfere with any other party's use of the portal. Hacking, password mining, or any other means to gain unauthorized access to the portal, portal accounts, computers, or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. The Company will fully cooperate with any law enforcement authorities or court order requesting or directing this Company to disclose the identity of anyone posting any such information and materials. The Company is an equal opportunity employer and values the diversity of its people.

#### Miscellaneous

This is the entire agreement between the Company and you regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between the Company and you.

#### **Term and Termination**

This Agreement and the services contemplated by it may be terminated by either the Company or Client with or without notice at any time. The Company may at any time terminate in whole or in part the Company's Client Portal without notice or liability.

#### **No Warranties**

Access to the client portal and its content, products and services are provided "as is." the Company does not make any warranties or representations, expressed or implied, concerning the merchantability, quality, non-infringement or fitness for a particular purpose of the client portal or its content. Client assumes all risk of use. No warranty is given that the services will be error-free, free of viruses or uninterrupted. The Company is not responsible for invalid destinations and transmission errors in, corruption of, or the security of information carried over telecommunications carriers' or other providers' facilities. The Company has no liability for faulty or interrupted communication links.

### **Limitation of liability**

The Company shall not be liable to client or any third party for any direct, special, indirect, consequential or incidental damages incurred arising out of the use or the inability to use the client portal, even if the Company has been advised of the possibility of such damage or loss.

#### **Dispute Resolution**

The parties agree that any dispute between Client and Firm relating to this Agreement, or the breach of it, shall, if negotiations and other discussions fail, be subject to binding arbitration under the ICLP Arbitration Rules and the Arbitration Act of No 11 of 1995, and the award rendered by the arbitrator may be entered and/or enforce in any court of competent jurisdiction. The arbitrating shall be heard before a sole arbitrator selected in accordance with said ICLP rules. The parties agree to conduct the arbitration in Colombo, Sri Lanka. The arbitrator may only award actual damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration shall be entitled to recover from the other party reasonable legal and expert witness fees, court costs, fees, and expenses of the Arbitration Centre, as the case may be, incurred in the same, in addition to any other relief that may be awarded.

# **Governing Law**

This agreement shall be governed, construed, and enforced in accordance with the laws of the Republic of Sri Lanka, without regard to its conflict of laws rules

### **Acceptance**

By completing the site registration, you hereby acknowledge that you have read the Terms and Conditions portion of this document and that you agree to these terms and conditions. This Agreement does not modify or affect any existing or future engagement letter or agreement between you and the Company.

