

User Terms and Conditions

1. Memories for Life Service (“MLS”) is currently being provided free of cost by HDFC Standard Life Insurance Company Limited (“HDFC Life”), as a value added service, for the purpose of leaving behind positive messages of love and care for one’s family members. The MLS is aimed at enabling you to send positive messages, beautiful memories of your life and other precious memorable moments that you wish to share with your immediate family.
 2. PLEASE NOTE THAT THIS IS NOT AN OFFER TO SELL INSURANCE POLICIES. MLS HAS NOTHING TO DO WITH SOLICITATION. USE OF MLS IS AT YOUR SOLE DISCRETION AND YOU MAY CHOOSE NOT TO USE THE MLS.
 3. If you choose to use the MLS, please read these terms and conditions (“Terms and Conditions”) carefully before using the MLS. By using the MLS, you signify your agreement to these terms and conditions and are deemed to be bound by any decisions made by HDFC Life in its sole discretion, including any interpretations of the Terms and Conditions. If you do not agree to any of these Terms and Conditions, you are requested not to use the MLS. HDFC Life, may in its sole discretion, amend the Terms and Conditions, from time to time without any further notice and you agree to be bound by the updated Terms and Conditions. The Terms and Conditions agreed by you shall:
 - (i) constitute a legal agreement between you and HDFC Life in connection with your use of the MLS.
 - (ii) be applicable with effect from the day on which these Terms and Conditions are accepted by you by clicking the start button on MLS.
 - (iii) supersede all previous oral and written terms and conditions with respect to the use of the MLS.
- HDFC Life retains the right to withdraw, discontinue or terminate the MLS without prior notice and without any liability whatsoever. Please note that HDFC Life does not run any contest or offer any gratification for use of MLS.
4. By using the MLS, you acknowledge that you:
 - (i) have read and understood the Terms and Conditions;
 - (ii) are an Indian citizen and not less than 18 years of age;
 - (iii) have the right, authority and capacity to use the MLS;
 - (iv) agree to be legally bound by the Terms and Conditions.
 5. The Terms and Conditions are specific to your use of the MLS and do not apply to your interaction with HDFC Life for any other purpose.

6. Accounts:

In order to use certain features of the MLS, you may have to create an account on the MLS. The login ID and password are not transferable and should not be shared with any other individual. You shall be responsible to ensure the security of your account. HDFC Life shall not assume any liability for any breach of security or unauthorized use of your account. You agree to immediately notify us in the event that: (i) your password is lost or stolen; or (ii) you become aware of any unauthorized use of your password or of any other breach of security related to the MLS. You shall be liable for any loss caused to HDFC Life by unauthorized use of your account.

7. Use of MLS:

You agree that:

- (i) you shall not use the MLS for any commercial use.
- (ii) you shall comply with all the applicable laws with respect to the use of the MLS.
- (iii) you shall not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, sell, license, or otherwise exploit any content, not owned by you, without the prior written consent of HDFC Life.
- (iv) you shall not send messages in excess of permissible limit set and revised from time to time by HDFC Life, to avoid spamming.

HDFC Life shall not be responsible for any loss caused to you by use of the MLS. Views, opinions, ideas or expressions expressed by you as part of the use of the MLS shall not be deemed to be endorsed by HDFC Life and shall not be considered views, opinions, ideas or expressions of HDFC Life.

If you use the MLS in violation of the Terms and Conditions, HDFC Life reserves the right to suspend your account and/or remove the content at its sole discretion.

8. Content

You affirm, represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish content that you submit.

HDFC Life would like to inform you that no data transmission over the internet or data storage system is completely secure. HDFC Life does not take responsibility for the security of content and subsequent use by any person of the content submitted by you on the MLS.

You may delete the content submitted by you at any time before the scheduled delivery of the content.

HDFC Life does not guarantee any Confidentiality with respect to the content shared by you for use of the MLS.

You are not permitted to submit content to the MLS that will:

- (i) be threatening, harassing, blasphemous, derogatory, defamatory, pornographic, obscene, pedophilic, hateful, racially or ethnically objectionable, violative of another's privacy, spam or abusive towards any person, community or political or religious group;
- (ii) contain violence, including violence against animals;
- (iii) contain third party copyrighted material;
- (iv) harm minors in any way;
- (v) violate any law for the time being in force;
- (vi) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (vii) threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or cause incitement to the commission of any cognizable offense or prevent investigation of any offense or is insulting any other nation;
- (viii) make unsolicited communication to any person.

BY SUBMITTING CONTENT TO THE MLS TO BE SENT TO THE RECIPIENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HDFC LIFE AGAINST ALL LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, EXPENSES, AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), ARISING FROM ACTION TAKEN BY THE RECIPIENT OR ANY THIRD PARTY AGAINST THE CONTENT SUBMITTED BY YOU ON THE MLS.

You are responsible for ensuring the correctness of the e-mail address of the recipient of the content. Additionally, e-mail transmission cannot be guaranteed to be error-free as information could arrive late, earlier than the scheduled date or be intercepted, corrupted, lost, destroyed, or incomplete. HDFC Life shall not be held liable in the event, despite HDFC Life's best efforts, the e-mail does not reach the recipient due to any reason whatsoever.

9. Right to remove content from the MLS:

HDFC Life shall in its sole discretion, reject, monitor, or remove any content submitted by you to the MLS. HDFC Life expressly disclaims all responsibility or liability to any person or entity for the performance or nonperformance of such monitoring.

HDFC Life disclaims any liability in connection with the content submitted by you to the MLS. HDFC Life shall remove the content if it is convinced that such content infringes another's intellectual property rights or if HDFC Life deems the content to be inappropriate. HDFC Life reserves the right to remove content without prior notice.

10. Intellectual Property Rights:

- (i) Unless otherwise stated, HDFC Life is the owner of the copyright and database rights in the MLS, including content data, design, graphics, text, images, software and underlying source codes.
- (ii) The trademarks, logos, slogans and service marks displayed on the MLS, whether registered and unregistered, are proprietary to HDFC Life. Unless expressly stated in writing, HDFC Life does not grant any authority, right or license to use or display any trademarks, logos, slogans and service marks displayed on the MLS. HDFC Life reserves the right to seek appropriate legal remedy for any violation or breach of any intellectual property rights including but not limited to unauthorized use of any trademarks, logos, slogans, service marks and contents of the MLS.
- (iii) Copyright in the screens displayed during the use of the MLS and in the information and material contained therein and their arrangement, is owned by HDFC Life, unless otherwise indicated.

11. Data Storage:

During the use of the MLS, HDFC Life shall upload and store content on third party servers. You shall ensure that the uploaded content does not violate these Terms and Conditions, and subject to storage availability, the content shall be retained by HDFC Life until it is sent to the intended recipient. Upon sending it to the intended recipient, HDFC Life may continue to retain the content for an additional period. HDFC may delete the retained content without further notice. It is your sole responsibility to maintain copies of your content if you desire to ensure that it is preserved.

12. Privacy of the Information:

(i) Jurisdictional Issues

- a. The MLS is a service provided to citizens of India and the Terms and Conditions shall exclusively be governed by the laws of India
- b. We do not represent or warrant that the MLS or features thereof, are appropriate or available for use in any particular jurisdiction. If you use the MLS from anywhere outside India, you acknowledge that the MLS is subject to Indian law and you consent to the transfer of your information to India. You agree that the level of data security in India may be different from that in of the country where you use the MLS, and waive any claims that may arise under any jurisdiction other than India.

(ii) Information Collection

- a. HDFC Life collects information in one or more ways as mentioned below:

- **Information you give us:** Personal information required for registration includes your policy number (if applicable), name, e-mail address, telephone number and any other personally identifiable information about you and third parties that you may choose to transmit through the Services, including personally identifiable information contained within files, video, audio or text messages which is voluntarily provided from your end and helps us in personally identifying you. This information is necessary to initiate as well as continually use your MLS account. If the information provided for such registration is wrong or has changed, you are required to update it as we may have to keep that information for legitimate business or legal purposes.
 - **Information we get from your use of the MLS:** Visiting and using the MLS may result in the MLS receiving performance and usage information such as the date and time of your visit, the kind of browser or device you use, default language setting, your IP address and the number of times you visit the MLS. This information however will not be used to personally identify you.
 - **Information we get through sending one or more cookies or anonymous identifiers to your device:** Cookies are small electronic text files that contain information that a website uses to store user preferences and settings. You have the option to reset your browser to control cookies; however, some of the features offered by the MLS may not function properly if cookies are refused/reset/deleted. The Terms and Conditions cover the use of cookies by HDFC Life only and does not cover the use of cookies by any third parties, if any.
- b. We do not request, solicit or intend to collect any personally identifiable information not mentioned hereinabove, and you should not disclose any such information in connection with the MLS.
- c. IF YOU SUBMIT ANY PERSONAL INFORMATION OF OR RELATING TO THIRD PARTIES TO US OR OUR THIRD-PARTY SERVICE PROVIDERS IN CONNECTION WITH THE MLS, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO.

(iii) Use of information

- a. Any information that we collect from you may be used for a variety of purposes including but not limited to the following:
- To provide the services under the MLS
 - To respond to your inquiries and fulfill your requests
 - To personalize your experience
 - To improve the MLS
 - To improve our customer service
 - To process transactions, where requested, under your User ID and password

- To send periodic emails that we believe may be of interest to you, unless you choose to opt out of it
- To administer a contest, promotion, survey or other site or business feature
- To conduct statistical analysis, quality assessment, audits, developing new products, improving the MLS, identifying usage trends and determining the effectiveness of our promotional campaigns.
- To allow you to send and receive messages (including video, audio and text messages) and invitations to other individuals, through or in connection with the Services
- To comply with applicable laws and legal processes.
- To respond to requests from public or government authorities
- To enforce our terms and conditions
- To protect our rights, privacy, safety or property, or that of our affiliates, service providers, you or others
- To allow us to pursue available remedies or limit the damages that we may sustain

(iv) Sharing of Information:

- a. The MLS does not collect any personally identifiable information unless voluntarily provided by you, and HDFC Life confirms that it shall not sell any of your personally identifiable information.
- b. HDFC Life retains the right to share non-personally identifiable information with third parties for business purposes, to assess Website traffic, patterns and other such purposes.
- c. HDFC Life reserves the right to exchange, share or provide the information relating to your personal details and information with other HDFC Life Group Companies or Statutory Bodies as required.
- d. HDFC Life also retains the right to share non-personally identifiable information to comply with applicable legal and regulatory processes, or to protect and defend the rights and interests of HDFC Life and its affiliates and/or other users or to enforce the terms and conditions which are binding on all users of the MLS.
- e. We will take reasonable efforts to ensure the confidentiality of any personally identifiable information. However, we do not guarantee and expressly disclaim all liabilities with respect to confidentiality of any information provided by you.
- f. HDFC Life may use third-party service providers that provide hosting, data storage and other services pursuant to standard terms and conditions that are generally non-negotiable. HDFC Life may be unable to impose contractual obligations on them with respect to the measures they use to protect Personal Information. HDFC Life shall not be responsible for the data security measures of any third parties.

g. HDFC Life shall advise you not to share the link/content received from HDFC Life. In case HDFC Life incurs any loss/damage due to any such usage/sharing of link/content by you, you shall keep HDFC Life indemnified. Further, you shall not hold HDFC Life responsible for any loss/claims/damages that may arise due to your acts/omissions.

(v) Use of the MLS by Minors:

Any person below 18 years of age is not permitted to use the MLS. Accordingly, such a person shall not submit his/her personal information to the MLS. If you are the parent or guardian of a minor who has submitted personal information to us in connection with the MLS, please contact us using the contact information provided in the Terms and Conditions. HDFC Life shall exercise commercially reasonable efforts to remove such information from the databases and storage systems; we are not liable, however, for any consequences of such information, including any delay or failure to remove such information.

(vi) Communication

HDFC Life retains the right to communicate with you (via e-mail, postal service / courier or mobile messaging services) when you have agreed to receive such communication or where operational or regulatory requirements require us to do so. HDFC Life further retains its right to communicate through third party vendors. You shall have the option to unsubscribe from receiving such email communication.

(vii) Information Security

We take reasonable precautions to protect the MLS and our users' information from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We strictly follow our data security standard. We review our information collection, storage and processing practices, to guard against unauthorized access to systems.
- We permit access to personally identifiable information to our employees, contractors and agents who are subject to strict contractual confidentiality obligations for data processing purposes.

However, HDFC Life does not guarantee the security of the information shared by you for use of the MLS and disclaims all liability whatsoever with respect to such information.

13. Termination of Account:

HDFC Life reserves the right to terminate your account if:

- (i) you have submitted content in violation of the Terms and Conditions.
- (ii) you have been notified of infringing third party copyright more than once.
- (iii) you have violated any of the applicable laws by the use of the MLS.
- (iv) it is required to be done in order to comply with any regulatory/statutory provision

- (v) HDFC Life has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on your part;
- (vi) HDFC Life believes, in its sole discretion, that your actions are contrary to the interests of the website.

HDFC Life may terminate your account, without assigning any reasons, if it deems it necessary. You may terminate the agreement by deleting your account.

14. Warranty Disclaimer

The use of the MLS shall be at your sole risk. HDFC shall not be responsible for

- (i) any personal injury or property damage, of any nature whatsoever, resulting from your use of the MLS;
- (ii) any interruption or technical issue in the MLS;
- (iii) any bugs, or the like, which may be transmitted to or through the MLS by any third party

In no event shall HDFC Life, its officers, directors, employees, or agents be liable for any losses, expenses or consequential damages whatsoever resulting from your use of the MLS.

15. Indemnity

You shall, indemnify, defend and hold harmless HDFC Life and its officers, directors, employees, representatives, agents, respective directors, and assigns from and against all claims, losses, damages, fines, penalties, costs, expenses, and liabilities (including, without limitation, attorneys' fees), arising from or relating to:

- (i) a breach of any of the Terms and Conditions; or
- (ii) a breach of any Applicable Laws; or
- (iii) violation of rights of any third party; or
- (iv) misrepresentation with respect to your age or citizenship.

16. Miscellaneous

- (i) The Terms and Conditions and any contractual obligation between you and HDFC Life shall be governed by the laws of India.
- (ii) Any dispute, claim or controversy arising out of or relating to the Terms and Conditions, including the determination of the scope or applicability of the Terms and Conditions, or your use of the MLS, shall be determined by Arbitration in India, before a sole arbitrator to be appointed by MD and CEO of HDFC Life. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

- (iii) Subject to Clause 14(ii), for any dispute arising out of or in relation to the MLS, the courts in Mumbai shall have exclusive jurisdiction.
- (iv) If any term is held unenforceable by law, the remaining Terms and Conditions shall continue to remain in force.
- (v) No provision of these Terms and Conditions shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by HDFC Life
- (vi) The Terms and Conditions constitute the entire agreement between you and HDFC Life with respect to the MLS.
- (vii) HDFC Life reserves the right to discontinue the MLS, or any part of it, at any time

17. Contact Information

If you have any questions or suggestions regarding our Terms and Conditions, please feel free to contact us at:

Attention: Marketing & Digital Marketing Department

Address: HDFC Standard Life Insurance Company Ltd.,

13th Floor, Lodha Excelus, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai – 400011. Maharashtra. India.

Tel: +91 22 6751 6666

Fax: +91 22 6751 6333

Email: memoriesforlife@hdfclife.com

We are also committed to address your queries and welcome suggestions, if any. Please feel free to write to us.