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Certain statements and illustrations contained herein are forward-looking. These statements (including as to plans, objectives, targets, and trends) and illustrations provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to a historical fact or current fact.

Forward-looking statements typically are identified by words or phrases such as “anticipate”, “assume”, “believe”, “continue”, “estimate”, “expect”, “foresee”, “intend”, “may increase”, “may fluctuate” and similar expressions, or by future or conditional verbs such as “will”, “should”, “would” and “could”. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the PINC Insure’s actual results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects to be materially different from any future results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects expressed or implied by such statements or cause PINC Insure to not achieve its published targets. Such factors include, among others:

- the frequency, severity and development of insured claim events, particularly natural catastrophes, man-made disasters, pandemics, acts of terrorism and acts of war;
- mortality, morbidity and longevity experience;
- the cyclicity of the insurance and reinsurance sectors;
- instability affecting the global financial system;
- deterioration in global economic conditions;

- the effect of market conditions, including the global equity and credit markets, and the level and volatility of equity prices, interest rates, credit spreads, currency values and other market indices, on the PINC Insure's investment assets;
- changes in the PINC Insure's investment result as a result of changes in the PINC Insure's investment policy or the changed composition of the PINC Insure's investment assets, and the impact of the timing of any such changes relative to changes in market conditions;
- the PINC Insure's ability to maintain sufficient liquidity and access to capital markets, including sufficient liquidity to cover potential recapture of reinsurance agreements, early calls of debt or debt-like arrangements and collateral calls due to actual or perceived deterioration of the PINC Insure's financial strength or otherwise;
- changes in legislation and regulation, and the interpretations thereof by regulators and courts, affecting us or the PINC Insure's ceding companies, including as a result of shifts away from multilateral approaches to regulation of global operations;
- the outcome of tax audits, the ability to realise tax loss carry forwards, the ability to realise deferred tax assets (including by reason of the mix of earnings in a jurisdiction or deemed change of control), which could negatively impact future earnings, and the overall impact of changes in tax regimes on business models;
- failure of the PINC Insure's hedging arrangements to be effective;
- uncertainties in estimating reserves;
- policy renewal and lapse rates;
- uncertainties in estimating future claims for purposes of financial reporting, particularly with respect to large natural catastrophes and certain large man-made losses, as significant uncertainties may be involved in estimating losses from such events and preliminary estimates may be subject to change as new information becomes available;
- extraordinary events affecting the PINC Insure's clients and other counterparties, such as bankruptcies, liquidations and other credit-related events;
- legal actions or regulatory investigations or actions, including those in respect of industry requirements or business conduct rules of general applicability;
- changes in accounting standards;

- significant investments, acquisitions or dispositions, and any delays, unexpected costs, lower-than expected benefits, or other issues experienced in connection with any such transactions;
- changing levels of competition, including from new entrants into the market; and
- operational factors, including the efficacy of risk management and other internal procedures in managing the foregoing risks and the ability to manage cyber security risks.

These factors are not exhaustive. PINC Insure operates in a continually changing environment and new risks emerge continually. Readers are cautioned not to place undue reliance on forward-looking statements. PINC Insure undertakes no obligation to publicly revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

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- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

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### **Privacy Policy**

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- That you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorise PINC Insure to exploit, such Contribution in all manners contemplated by these Terms of Use;
- Does not harm others, in particular minors, or infringe their personal rights.

Users must not provide Contributions which:

- Contain a virus, so-called Trojan Horse, or any other program that could damage data;
- Amount to advertising material or unsolicited (so-called "spam") material;
- Contain inaccurate warnings of viruses, defects or similar material;
- Solicit or requests participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

You hereby agree to indemnify, defend, and hold PINC Insure harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by PINC Insure in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of PINC Insure Sites. You shall use your best efforts to cooperate with PINC Insure in the defence of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

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1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the website;
4. your address, telephone number, and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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### **Notice**

All notices or demands to or upon website shall be effective if in writing and shall be duly made when sent to Pioneer Insurance & Reinsurance Brokers Private Limited having addressed at:-

1219, 12<sup>th</sup> Floor,  
Maker Chambers V, Nariman Point,  
Mumbai- 400021  
Contact No.: +91-022-66186633

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to

www.pincinsure.com, or by posting such notice or demand on an area of the website that is publicly accessible without a charge. Notice to a User(s) shall be deemed to be received by such User(s) if and when website is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon website's posting such notice on an area of the website that is publicly accessible without charge.

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The thoughts written or reviews posted by visitors are of them and not moderated by us, any one thus felt offended please email us at: \_\_\_\_\_@pincinsure.com and we will remove it from our website (if we feel the same within the framework of business, prevalent norms and practicability) of legality and freedom of speech.

### **Grievance Officer**

In accordance with Information Technology Act 2000 and The Information Technology (Intermediaries Guidelines) Rules, 2011 made there under, the name and contact detail of the Grievance Officer is provided below:

Mr. (Plz Provide Name and email id)

Pioneer Insurance & Reinsurance Brokers Private Limited  
1219, 12<sup>th</sup> Floor, Maker Chambers V, Nariman Point,  
Mumbai- 400021  
Contact No.: +91-022-66186633

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You are responsible for complying with all applicable laws, rules and regulations, all third-party rights and all PINC Insurance policies. You shall not use the website in a manner that violates such laws, rules and regulations, third parties' rights or any PINC Insure policies or in a manner that is deceptive, unethical, false or misleading. For avoidance of doubt, you shall not distribute or provide access to applications you develop in contravention of Indian laws.

This Agreement shall be governed by and construed in accordance with Indian Law and you hereby submit to the exclusive jurisdiction of the Mumbai, Maharashtra, India Courts.

### **Non-Waiver**

Any forbearance or failure by us to enforce a provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

### **Severability**

If any provision(s) of the Agreement is/are held by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

### **Statute Of Limitations**

User and PINC Insure agree that any cause of action arising out of or related to these Services must commence within one (1) month after the cause of action arose; otherwise, such cause of action is permanently barred. If you do not agree with any of our Terms of Uses mentioned above please do not read the material on any of our pages or do not accept our services.

Date Last Modified

These Terms of Use were last modified September 17, 2018.