

Terms of Service

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This document is published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

I. Acceptance of terms

Thank you for using Claimstant. These Terms of Service (the "Terms") are intended to make you, the user, aware of your legal rights and responsibilities with respect to your access to and use of the Claimstant website at www.claimstant.com (the "Site") and any related mobile software applications (the "App") if any, and related data storage systems, collectively called the Claimstant Platform, including but not limited to the Platform whether existing now or in the future that link to the Terms.

These Terms are effective for all existing and future Claimstant users, including but without limitation to users having access to 'Customer page', to users having access to 'Garage page', and to users having access to 'Surveyor page'.

Please read these Terms carefully. By accessing or using the Claimstant Platform, you are agreeing to these Terms and concluding a legally binding contract with **Cendata Analisolu Tech Private Limited** and/or its affiliates (hereinafter collectively referred to as "**Claimstant**"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Claimstant Platform is at your own risk.

In order to use the Services of Claimstant, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept and agree to the Terms, when and where it is made available to you by Claimstant in the various user interfaces for any particular Service; or
- Actually using any part of the Services. In this case, you understand and agree that Claimstant will treat your use of any part of the Services as acceptance of the Terms from that point onwards, or
- Clicking to accept a Service Agreement with Schedule unique to you when applicable and when and where it is made available to you by Claimstant in the various user interfaces for any particular Service.

II. Definitions

Claimstant

Claimstant is the copyrighted Brand name given by us, **Cendata Analisolu Tech Pvt. Ltd.**, to our Business of short-term Factoring Service for the release of a Commercial Vehicle from the Garage after its repair, pending claim payment from the Insurance company. Claimstant business service is operated through the **Claimstant Platform**, owned, hosted and operated by us.

The expression "Claimstant", unless repugnant to the context thereof, shall include their respective heirs, representatives, successors, executors, administrators and assigns.

User

"User" or "You" or "Your" refers to you, as someone who is either an individual or a company, who accesses or uses the Claimstant Platform for the purpose of obtaining information, registering, subscribing of Vehicle, Listing of Business, enrolling of professionals, uploading information or documents or pictures, verifying, ratifying, obtaining of Services, rendering of service and making payments using API, receiving payments and includes other persons jointly participating in obtaining the Services, including but without limitation a user having access to 'Customer page', a user having access to 'Garage page', and a user having access to 'Surveyor page'.

Customer

"Customer" refers to a user who is either an individual or a company who has insured Commercial Vehicle Asset/s and is a customer of the Services and who accesses or uses the Claimstant Platform via the "Customer page" and subscribes his/her/its vehicles with the intent to avail of Claim factoring services for his/her/its subscribed vehicles, now or in future, but within the tenure of its subscription. In the case of the Customer being a company, the Customer shall jointly and severally include the owners of said company, notwithstanding that the application has been made by any one authorized person in the company, who may or may not be one of the owners.

The expression "Customer", unless repugnant to the context thereof, shall include his/her/its respective heirs, representatives, successors, executors, administrators and assigns.

Garage

"Garage" refers to a user who is a company or Branch of a company with a unique physical location, variously called workshop, repair shop, Body shop or Service centre, to whom the Customer has let his/her/its subscribed Vehicle Asset/s for repair under the insurance cover of the subscribed vehicle's Insurance policy, and who avails of the Services and who accesses or uses the Claimstant Platform via the "Garage page", and lists its Garage business account with

the intent to avail of Invoice factoring services during the tenure of its listing, subject to pending Insurance payment for the vehicles subscribed to Claimstant and subject to margin money being paid by the Customer/Owner of the Subscribed vehicle.

The expression “Garage”, unless repugnant to the context thereof, shall include its respective heirs, representatives, successors, executors, administrators and assigns.

Surveyor

Surveyor refers to Insurance Surveyor with a valid IRDA licence, who renders Services of verifying and ratification and who accesses or uses the Claimstant platform via the “Surveyor page” to verify and ratify or reject a Customer’s claim factoring request.

Asset

Asset refers to the insured Vehicle / Machinery / Equipment and / or any other assets belonging to the Customer, which is the subject of the insurance claim and is let for repairs in the Garage, for the payment of which repairs Factoring Service from Claimstant is sought for by both the Customer and the Garage, pending payment from the Insurance company for Own Damage claim by the Customer, and which the Customer does offer as Security for the Factoring payments paid to the Garage by Claimstant on his/her/its behalf.

Pre-Services

Pre-Services are a pre-requisite for Customers and/or Garages to avail of Services.

i. Subscription

Subscription refers to the facility offered to a Customer to subscribe or register or enroll his/her/its Asset/s or vehicle/s on the Claimstant Platform on the payment of a Subscription fee and shall be unique to the vehicle, last for a tenure of one year, is renewable at the expiry of the tenure, and is a precondition for Service to be availed of for the vehicle.

ii. Listing

Listing refers to the facility offered to a Garage to list or register or enroll its Business on the Claimstant Platform on the payment of a Listing fee and shall be unique to the geographical location of the Garage Company or Branch of the Garage company, last for a tenure of one year, is renewable at the expiry of the tenure, and is a precondition for Service to be availed of by the Garage for a Customer’s subscribed vehicle.

Insurance Company

Insurance Company means the company with whom the Customer has insured his Asset (Vehicle) and from whom he/she/it has received the Insurance Policy for said vehicle.

Survey Report

Survey Report means either the Interim or Final Survey Report prepared by the Insurance Surveyor and shared with the Customer, which the Customer has to upload in the Customer's Interface on Claimstant Platform, and which shall form the basis to determine the potential and/or pending Insurance claim and thereby the Service amount/s, whether Advance payment or Final payment to the Garage.

Service

Service means the Service amount/s granted by Claimstant to the Garage on behalf of the Customer, pending payment from the Insurance Company for Own Damage claim, if requested and availed of jointly by the Customer and Garage, for the Purpose of :

- i. **Advance payment** to the garage to commence the repair works, for up to 25% of the approved amount in the Interim Survey Report by the Insurance Surveyor, AND / OR
- ii. **Final payment** to the Garage to release the assets after repair works by the Garage, for up to 100% of the approved amount in the Final Survey Report by the Insurance Surveyor, less the margin money paid by the Customer and less the Advance amount granted by Claimstant, if any,
as per the Terms and conditions and Schedule of the Service Agreement.

Repayment

Repayment is the payment of the Total amount/s of the Service received by the Customer back to Claimstant, which is mandated by the essence of the Factoring Service, notwithstanding any reduction in the Claim payout of the Insurance company due to any downward revision or repudiation of the claim by the Insurance company after the Final Survey report.

Due Date

Due Date means the date on which the payment of the Customer's and/or Garage's Dues to Claimstant in respect of the Repayment of the total Service Amount/s, and is the date of receipt of Claim payment from the Insurance Company for the Own Damage claim of the Subscribed vehicle. In the case that the Customer's claim is fully repudiated by the Insurance Company for any reason whatsoever after the final approval, then that date of repudiation shall become the Due Date for Repayment for the Total Service amount/s.

Penal Charge

Penal charge means the interest payable as penalty by the Customer to Claimstant, if the total Service Amount/s is/are not repaid on the Due date. The Customer shall be liable to pay interest on the balance of Service amount/s due to Claimstant, at a rate which shall be fixed at the sole discretion of Claimstant, from the Due date to the date of repayment of the Principal Service amount/s.

Security

Security shall mean such security as may be created or agreed to be created by the Customer in favour of Cendata Analisolu Tech Pvt. Ltd (*Claimstant*) to secure the repayment of the Service Amount/s by the Customer to Claimstant. In the normal course, such security shall be the Asset for which Factoring Service from Claimstant is availed of by the Customer, and which the Customer does offer as Security for the Factoring payments paid to the Garage by Claimstant on his/her/its behalf, notwithstanding that the asset may be under hypothecation, unless any other alternative forms of Security is offered by the Customer and accepted by Claimstant in the event of instances including but not limited to Total Loss.

Service Agreement

Service Agreement means an agreement between Claimstant and Customer and between Claimstant and Garage, both unique to each claim factoring request, governing the Service by Claimstant to the Garage on behalf of the Customer, and containing in detail the Terms and Conditions to the Service and the Schedule unique to the vehicle and Service Amount.

Service Application

Service Application means the Claim Factoring and/or Invoice Factoring Request Form submitted to Claimstant by the Customer or Garage respectively, via their respective user interfaces on the Claimstant Platform, for applying for the Service with an intent to avail of it, and all other information, particulars, uploads, payments, clarifications and declarations if any, furnished by the Customer in connection with the Service.

Tax

Tax means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) value added tax, service tax, goods and services tax or any other taxes which are applicable or may be applicable on any future date corresponding to the Service or any other charges in relation to the Service, including any charges in relation to repayments under this Service Agreement and includes any charge (including additional charge), surcharge, penalty or fine in connection therewith which may be or become payable.

III. Eligibility to use the services

You hereby represent and warrant that:

1. You are at least eighteen (18) years of age or above.
2. You are fully able and competent to understand and agree to the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
3. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services.
4. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

IV. Changes to the terms

Claimstant may vary or amend or change or update these Terms, from time to time, entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of Claimstant Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

V. Translation of the terms

Claimstant may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with Claimstant. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

VI. Provision of the services being offered by Claimstant

1. Claimstant is constantly evolving in order to provide the best possible Service to its Users. You acknowledge and agree that this may require making certain changes in it, and therefore, Claimstant reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the Platform without any prior notice.
2. You acknowledge and agree that we, the Claimstant Platform software, or the software application store that makes the software available for download, may include functionality to automatically check or provide notice to you for updates or upgrades to the software. You may be required to install Software upgrades or updates in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct

issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.

3. You acknowledge and agree that if Claimstant disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.
4. You acknowledge and agree that while Claimstant may not currently have set a fixed upper limit on the Services provided, Claimstant may set such fixed upper limits at any time, at Claimstant's sole discretion.
5. Claimstant reserves the right to charge a service charge or fee in respect of any of its product or service, and the right to charge Subscription and/or Listing fee in order to be eligible to avail of the service and/or any other charge or fee on a per service level from Customers and Garages, and the right to increase or decrease these charges or fees at any point in time, in respect of any of its product or service on the Claimstant Platform anytime in future.
6. Claimstant may from time to time introduce referral-based, incentive-based or any other credits, promo codes, coupon codes, vouchers or any other form of cashback or discount schemes for its Users (Schemes). These schemes may be governed by their respective terms and conditions. By using the schemes, Users are bound by the Schemes' terms and conditions as well as the Claimstant Platform terms. Further, Claimstant reserves the right to terminate / suspend the User's account and/or credits / points / discounts earned and/or participation of the User in the Scheme if Claimstant determines in its sole discretion that the User has violated the rules of the Scheme and/or has been involved in activities that are in contravention of the Scheme terms and/or Claimstant Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, Claimstant reserves the right to modify, cancel and discontinue its Schemes without notice to the User. Claimstant reserves the right to modify, convert, cancel and/or discontinue such schemes, as it may deem fit.

VII. Use of services by you or User.

1. User Accounts

Depending on whether you (the user) identify as a Customer, Garage or Surveyor, the following are the Services and pre-Services available to you on the Claimstant platform.

a. Claimstant Customer Account

- i. You must create an account as either an individual or Company, depending on your entity identity in order to identify as a Customer of Claimstant and to use the features of Services offered to Customers. Once your account is created, you may login to your account on the Claimstant platform using your unique ID and the password set by you.
- ii. You, the Customer, may Subscribe your insured vehicle/s individually in order to avail of those features of Services offered for Customers, on the payment of the Subscription fee for each vehicle and generate a unique Subscription code for each vehicle. The Subscription fee shall be valid for one year, and the Customer will be able to avail of Claim Factoring services for a subscribed vehicle any number of times during the pendency of the subscription, subject to all other conditions being met. The subscription fee shall not be refunded, transferred to another vehicle or carried over to the next year under any circumstances, including but without limitation events such as no Services being availed of during the subscription period, or the subscribed vehicle being deemed ineligible for claim by the Insurance company. Claimstant will be at liberty to offer coupons, discounts, credits or any other promotional offers on the Subscription fee at its sole discretion. The Customer will not be entitled to such offers if the Subscription precedes the availing of claim factoring services within a week's time.
- iii. In the event of your Subscribed vehicle being approved for claim payment by its Insurance company for repair services rendered/to be rendered by the Garage who is a registered business with Claimstant, you, the Customer may avail of Claim factoring service from Claimstant if you wish, on the payment of Service charges or fees commensurate to the size of the approved claim amount, which you will have to pay before availing of the Service amount.
- iv. You, the Customer, shall agree via Service Agreement on the Claimstant platform unique to each claim factoring request, by clicking to accept or agree to the Terms, where it is made available to you by Claimstant in the user interface for "Add New Claim" or "Add Final Payment for Advance paid" pages, where, among other terms and conditions, you shall agree that the claim factoring payment made by Claimstant to the Garage is made on your, the Customer's behalf, and that the Repayment of the Service amount on the Due date shall be your sole responsibility, with penal charges applicable in the case of a delay, and that your insured Asset/s or vehicle shall be the security for this promise.
- v. Your, the Customer's claim factoring request shall be deemed closed when all of the Service amount disbursed by Claimstant to the Garage is repaid by the Insurance Company directly to Claimstant, or by the Garage to Claimstant or by you, the Customer to Claimstant. In any event, the Customer shall be held liable for the repayment and penal charges in case of delay beyond the Due date shall be to the Customer's account.

b. Claimstant Garage Business Listing

- i. You must create a Listing as a Garage Business Company or Branch of a Garage Business company unique to one particular physical location with a unique Garage code number, in order to identify as a Listed Garage of Claimstant and to use the features of Services offered to Garages, which is in essence the same Claim factoring service availed / to be availed of by the Customer from Claimstant, and of benefit to both you, the Garage and the Customer, and which can be interpreted to be Invoice factoring or advances for the Garage.
- ii. You acknowledge and agree that your Business listing will form part of the whole database of Garage listings on Claimstant that may be made available to Users to access, search, find, identify, evaluate and contact on the basis of geographical location, contact details and ratings and/or reviews given by Customers and/or Claimstant.
- iii. You, the Garage shall pay a Listing fee for the Business Listing of your Branch / Company to generate a unique Garage code for each unique physical location of the Garage, for the eligibility to avail of these services. The Listing fee shall be valid for one year, and the Garage will be able to avail of Invoice Factoring services for any number of Customers' subscribed vehicles any number of times, during the pendency of the Listing. The Listing fee shall not be refunded, transferred to another Branch / Garage or carried over to the next year under any circumstances, including but without limitation events such as cancellation of Listing due to delay of repayment, no Services being availed of during the Listing tenure, or any subscribed vehicle being deemed ineligible for claim by the Insurance company. Claimstant will be at liberty to offer coupons, discounts, credits or any other promotional offers on the Listing fee at its sole discretion.
- iv. In the event of a Customer's Subscribed vehicle being approved for claim payment by its Insurance company for repair services rendered/to be rendered by you, the Registered Garage business with Claimstant, you, the Garage may co-avail of the Claim factoring service sought by the Customer from Claimstant if you wish, on the payment of Service charges or fees commensurate to the size of the approved claim amount, which you will have to pay before availing of the Service amount.
- v. You, the Garage, shall agree via a Service Agreement on the Claimstant platform unique to each claim factoring request, by clicking to accept or agree to the Terms, where it is made available to you by Claimstant in the user interface for "Ratify Claim" or "Avail Final Payment for Advance paid" pages, where, among other terms and conditions, you shall agree that while the claim factoring payment made by Claimstant to you, the Garage is made on the Customer's behalf, that you shall be responsible for the the Repayment of the Service amount on the Due date, should the Insurance company make the claim payment to you, with penal charges applicable in the case of a delay, which shall be brought into as debits to your account with Claimstant.

vi. Your, the Garage's Invoice factoring co-request alongside the Claim factoring request by the Customer, shall be deemed closed when all of the Service amount disbursed by Claimstant to you, the Garage is repaid by the Insurance Company directly to Claimstant, or by you, the Garage to Claimstant or by the Customer to Claimstant. In any event, you, the Garage shall be held liable for the repayment and penal charges in case of delay beyond the Due date shall be to your account if the claim payment of the Insurance company is made directly to you.

c. Claimstant Surveyor Account

i. You, the Surveyor must create an account as an Insurance Surveyor duly licensed by the IRDA, in order to identify as an Enrolled Surveyor with Claimstant with a unique code number, in order to perform the service of verifying and ratifying the Survey Reports whether interim or Final, submitted by the Customer on the Claimstant platform.

ii. In the event of a Customer's Subscribed vehicle being approved for claim payment by its Insurance company for repair services rendered/to be rendered by the Garage registered with Claimstant, you, the Insurance Surveyor appointed by the Insurance company will be called upon by Claimstant, by such means including but not limited to email, text message or phone call to verify on the Claimstant Platform if the copy of the Survey Report whether interim or final submitted by the Customer is the same in every manner as that provided by you for that particular Vehicle/Insurance Policy and ratify the same as authentic without any modification.

iii. You, the Surveyor, should verify and either ratify or not ratify through the check boxes for verification and ratification/non-ratification in your User interface on the Claimstant Platform. This step will be a pre-condition for the Claim factoring service to be provided to the Customer or Invoice factoring service to be provided to the Garage.

d. Other Terms for User Accounts

i. Use of any personal information you, the User (Customer, Garage or Surveyor), provide to us during the account creation process is governed by our Privacy Policy. You must keep your password confidential and are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account. In case of the User being a company, the authorized person who enters the User's credentials shall be deemed to be the fully authorized representative of the owner/s of the Company, jointly and severally.

ii. In creating a Customer account and/or Registering your Garage business' Listing or Surveyor account, you represent to us that all information provided to us in such a process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. If you are creating a Customer company account or registering a

Garage business account, then you represent to us that you are the owner or authorized agent of such business, authorized by all the owners of the company jointly and severally. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorized by us, or provide or use false information to obtain access to a business' listing on the Services that you are not legally entitled to claim. You acknowledge that any false claiming of a business listing may cause Claimstant or third parties to incur substantial economic damages and losses for which you may be held liable and accountable.

iii. You, the User, are also responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order for Claimstant to take necessary corrective action. You also agree that you will not allow any third party to use your Claimstant account for any purpose and that you will be liable for such unauthorized access.

iv. By creating an account, you, the User, agree to receive certain communications in connection with Claimstant Platform or Services. For example, you might receive comments or ratings from other Users which may be visible to other Users on your account. You can opt-out or manage your preferences regarding non-essential communications through account settings.

v. We record all information regarding your, the User's interaction with Claimstant, including the voice recording of the conversation between you and our tele-marketing associates or Customer support associates or any other staff for internal tracking purposes and customer service improvement. If you do not wish that your information be recorded in such a manner, please do not use the telephone to contact Claimstant. You explicitly agree and permit Claimstant to record all this information when you call Claimstant on the phone lines provided on the Claimstant Platform.

vi. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

vii. You agree to use the data owned by Claimstant and made available on the Services only for personal use/purposes and not for any commercial use (other than in accordance with 'Garage Business Listing') unless agreed to by/with Claimstant in writing.

viii. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by Claimstant, unless you have been specifically allowed to do so, by way of a separate agreement with Claimstant. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

ix. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other Customer(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

2. Claimstant Services to the Customer and Garage:

Claimstant, at the request of both Customer and Garage for Claim factoring and Invoice factoring services respectively, shall pay to the Garage, on behalf of the Customer, the amount approved by the Insurance Surveyor in his Final Survey report for the repair works done by the Garage, which shall be the potential payment by the Insurance company and which amount the Customer shall agree to borrow, on the terms and conditions contained herein. Claimstant, on behalf of the Customer, also agrees to pay to the Garage, an advance on the Final approved amount arrived as at up to 25% of the amount approved in the Interim Survey Report of the Insurance Surveyor, on the same terms and conditions contained herein. The total amounts of Service, including the Advance amount, shall not exceed the Final approved amount in the Final Survey Report of the Insurance Surveyor.

a. Service charges

Service charges for the Claim factoring and Invoice factoring services requested by the Customer and Garage respectively will have to be paid to Claimstant by the Customer and Garage independently before availing of the Service. The Service charges payable by you, the co-avilers of the Services, namely the Customer and the Garage, shall be a fixed, one time fee for each Claim / Invoice factoring request, irrespective of the length of time for Repayment. The Service charges for the Customer and the Garage may vary, are independent of each other and may change in future at the sole discretion of Claimstant. You, the Customer and the Garage, also undertake to pay to Claimstant GST applicable on the Service charges and/or other taxes that may be imposed in the future.

b. Verification & Ratification by the Insurance Surveyor

The copy of the Survey Report given by the Insurance Surveyor to the Customer, should be uploaded by the Customer to the Claimstant Platform and this shall be the basis to arrive at the Service amount or the claim factoring amount that is requested by the Customer, and the Survey Report may be the Interim Survey Report in the case of a request for Advance payment to the Garage, and/or the final Survey Report in the case of a request for Final payment to the Garage. In order for Claimstant to approve the requested Claim factoring / Invoice factoring amount by the Customer and Garage respectively, the authenticity of the Survey Report and the quantum of the approved amount must be verified and ratified by the Insurance Surveyor appointed by the Insurance company, who may or may not be enrolled with Claimstant. If the Surveyor is not enrolled with Claimstant, every best possible effort will

be taken by Claimstant to contact the Surveyor with the purpose of obtaining this verification and ratification of the Survey report submitted by the Customer through means outside the Claimstant Platform, including but not limited to email, text messaging, online document or image sharing or physical authorization. The Surveyor's verification and ratification of the Survey Report given by him/her to the Customer and the copy of which is uploaded by the Customer to the Claimstant Platform shall be an indispensable step in the Customer and Garage getting approved for the disbursement of Service amount/s by Claimstant.

c. Margin

The Customer agrees to pay to the Garage in full the Margin money for the Repairs, which is the total Estimated cost/Invoice amount required for Repairs of the Vehicle by the Garage less the potential Insurance amount as approved in the Final Survey Report of the Insurance Surveyor, for which purpose the Service is being obtained. The margin amount has to be paid prior to availing of the service from Claimstant, and such Margin money payment that is made to the Garage shall be vouched by the Garage to Claimstant on the Claimstant platform. The vouching of the payment of the Margin money to the Garage shall be preconditional to the Service being discharged by Claimstant.

d. Repayment and Due Date of Repayment

You, the Customer, should authorize the Insurance Company with whom you have insured the Subscribed vehicle to pay the Claim amount disbursed under the Insurance Policy directly to Claimstant towards repayment of the Service amount on your behalf. You, the Customer should further authorize Claimstant to receive the claim payout from the Insurance company on your behalf. This should be done by you by clicking to accept the "Authorization to Insurance Company" check box, where it is made available to you by Claimstant in the user interface for "Add New Claim" or "Add Final Payment for Advance paid" pages. Such authorization shall not be revoked under any circumstances by you, the Customer, after availing of the Service.

In addition to the authorization as above given by the Customer, you, the Garage, should also authorize the Insurance Company with whom the Subscribed vehicle is insured to pay the Claim amount disbursed under the Insurance Policy directly to Claimstant towards repayment of the Service amount on your behalf, which will become applicable if the Insurance Company has a cashless policy arrangement with you under the Policy. You, the Garage should further authorize Claimstant to receive the claim payout from the Insurance company on your behalf. This should be done by you or by your Authorized person, by clicking to accept the "Authorization to Insurance Company" check box, where it is made available to you by Claimstant in the user interface for "Co-Request Invoice Factoring" or "Co-Request Final Payment for Advance paid" pages under your Garage Business account Dashboard on the

Claimstant Platform. Such authorization shall not be revoked under any circumstances by you, the Garage, after availing of the Service.

If the Insurance Company does not directly make the payment to Claimstant, the Service amount/s shall be repaid by the Garage to Claimstant, or by the Customer to Claimstant, on receipt of the claim payment from the Insurance company by either the Garage or Customer, without any delay. This date of receipt of payment from the Insurance company shall be deemed to be the Due date; and repayment of the Service Amount/s in whole or in part beyond the Due Date shall make penal charges applicable to the Garage or Customer or both, at the sole discretion of Claimstant. The measure of penal charges will be mentioned in the Schedule of the Service Agreements of both the Garage and the Customer made available on the User interface on the Claimstant Platform.

The Due Date for Repayment of the total Service Amount/s by the Customer or the Garage to Claimstant is the date of receipt of Claim payment from the Insurance Company for that particular Subscribed Vehicle for which the Claim factoring / Invoice Factoring was availed of. In the event of the Insurance claim for the Subscribed vehicle being repudiated for any reason whatsoever by the Insurance company, the date on which the Customer's claim is repudiated by the Insurance Company shall become the Due Date for Repayment.

You, the Customer, is liable to repay to Claimstant any shortfall in the repayment of the Service Amount by the direct claim payment to Claimstant by the Insurance Company, arising from any reduction in the Claim due to any downward revision or repudiation of the claim by the Insurance company after the Final Survey report. While the Due date for the repayment of the total Service Amount/s shall be the date of Payment from the Insurance Company, in the case of repudiation of the entire claim by the Insurance company, the date of repudiation of the claim shall be the Due Date for such cases. The Total Service Amount will become due or payable on the Due Date, and the repayment, whether in part or whole by the Insurance company, Garage or Customer, must include any shortfall caused by the downward revision of the Insurance company's approved amount. Any whole or part of the Service Amount that is unpaid by the Due Date will be subject to Penal Charges.

You, the Customer or Garage, will be liable for all expenses and charges incurred by Claimstant for any additional service in relation to your Service Agreement for enforcement of the Repayment if it is not paid by the Due Date, including taxes, stamp duties, document charges, legal fees, transfer fees, registration charges, court fees, insurance and all other expenses and the Customer or Garage shall pay them forthwith on demand by Claimstant along with interest thereon from the date the same are incurred by Claimstant until paid by the Customer to Claimstant.

e. Service Agreements for Claim factoring / Invoice factoring request

The Terms and Conditions of Service to the Customer and to the Garage along with the Schedule are set out in greater detail in the Service Agreements between the Customer and Claimstant and the Garage and Claimstant, unique to each claim factoring/Invoice factoring request, to which you, the Customer or Garage, should agree to, by clicking to read and accept the Agreement, when and where it is made available to you, the Customer and the Garage, in your user interface on Claimstant Platform, in order to avail of the Service. Alternatively, you, the Customer and the Garage, accept and agree that Claimstant may require that the Service Agreement be digitally or physically signed by you, at its sole discretion.

f. Authorization to Insurance Company

The Customer and the Garage should furnish an authorization to the Insurance company with whom the Customer has insured his/her/its Asset, requesting and authorizing the Insurance Company that the pending claim payment that is the subject of the Service, should be paid directly to Claimstant, by clicking to read and issue the Authorization, when and where it is made available to you, the Customer and the Garage, in your user interface on Claimstant Platform, in order to avail of the Service. Alternatively, you, the Customer and the Garage, accept and agree that Claimstant may require that the Authorization to the Insurance company may be digitally or physically signed by you, at its sole discretion.

3. Service by Surveyor

a. You, the Surveyor, are enrolled and called upon by Claimstant in your capacity as the creator of the Survey Report documents, to verify whether the Survey report uploaded by the Customer as a pre-requisite document to his/her/its intent to avail of Claim factoring service is authentic and the same as that written by you or not. Secondly, you are to ratify that the Approved amount which has been entered by the Customer and which will be displayed in your user interface is the same as that given in the Survey Report. In the event of the Approved amount being wrongfully entered, you will be prompted to enter the correct Approved amount as given by you in your Report. Both Interim Survey Reports and/or Final Survey Reports may be uploaded and need to be verified and ratified by you for the Advance payment and/or for the final payment to the Garage by Claimstant on behalf of the Customer. Each verification and ratification will count as one discrete instance of service.

b. You should also agree through another check box on your User interface that this service of verification and ratification, in no way impinges on your professionalism and neutrality towards policy holder and the Insurance company.

c. Claimstant shall compensate you for your time, effort, internet and electricity charges by paying you a fixed service fee for each discrete instance of service, namely the process of verification and ratification executed on the Claimstant platform and this amount may be changed or varied over time at Claimstant's sole discretion.

4. Other Terms and Conditions

a. Claimstant is at liberty to revoke the registration of the Garage and/or Subscription/s of the Customer at its sole discretion for reasons of including but not limited to inflating the claim amount, delay in Repayment beyond the Due Date or any other malpractice, and in such events neither the Service charges and/or Registration fee paid by the Garage nor the Service charges and/or Subscription fees paid by the Customer shall be refunded.

b. After execution of the Service Agreement for availing the Service, if the Customer or the Garage refuses (either directly or indirectly) for the disbursement of the Service under any reason whatsoever which results into cancellation of the Service or the Customer or Garage does not comply with the requirements of Claimstant for the purpose of disbursement of the Service which results into cancellation of the Service by Claimstant, then the Customer / Garage shall not be eligible for refund of the Service charges.

c. The Insurance Surveyor shall not be responsible or held liable for any losses occurring to Claimstant from the Claim factoring services due to delayed repayment by the Customer or the Garage.

d. The Payments made by Claimstant to the Garage under this agreement shall not be construed as payments made on behalf of the Insurance Company to the Garage or to the Customer.

e. The Customer or Garage shall not be entitled to transfer or assign any of his/her/its rights or obligations under this Service Agreement to any person directly or indirectly without the prior written consent of Claimstant.

f. Claimstant shall be entitled to grant/transfer/assign any or all of its rights, benefits, obligations, duties and liabilities under this Service Agreement including the right to receive the Service Balance by way of sale, assignment, transfer, securitization, charge or as a security or otherwise to any person or entity and in such event the Customer and Garage shall perform his/her/its obligations under this Service Agreement to such assignee, transferee, grantee or other concerned person.

g. The User expressly recognizes and accepts that Claimstant shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all

its rights and interest in or under this Service Agreement and any Security (if any) in such manner and on such terms as Claimstant may decide, including reserving a right Claimstant to retain its power hereunder to proceed against the Customer on behalf of the purchaser, assignee or transferee, to any third party of Claimstant's choice, without reference to or without written intimation to the Customer.

- h. **Force Majeure:** Notwithstanding anything to the contrary herein contained, the Customer hereby confirms that Claimstant shall not be liable or responsible for failure or delay in the performance of its obligations hereunder, if it is prevented from discharging its obligations hereunder due to any cause arising out of or related to any act of God or act of state, disruption of services due to technological failure beyond Claimstant's control, any system failures, cyber-crimes including but not limited to hacking, tampering with computer source documents, disruption caused in systems and/or software's by virus, network failures, war, riots, civil commotion, terrorism, strikes, lockouts or any order of any governmental, semi-governmental or local authority or any similar cause.

VIII. Content

1. Ownership of Claimstant Content and Proprietary Rights

a. We are the sole and exclusive copyright owners of the Services and our Databases. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Claimstant Services, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original work that has been developed and compiled by us and others through the application of mind and through the expenditure of considerable time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by Claimstant and that you shall not disclose such information without Claimstant's prior written consent.

b. You agree to protect Claimstant's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our Listed Business to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that Claimstant (or Claimstant's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by Claimstant and that you shall not disclose such information without Claimstant's prior written

consent. Unless you have agreed otherwise in writing with Claimstant, nothing in the Terms gives you a right to use any of Claimstant's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Claimstant; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, colour, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of Claimstant's Content in whole or in part except as expressly authorized by Claimstant.

2. Your License to Claimstant Content

a. We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of Claimstant's Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, Claimstant Content or our IP Rights.

b. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

IX. Privacy policy

You represent that you have read, understood and agreed to our Privacy Policy. Claimstant is absolutely committed to safeguarding your privacy. However, please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our Users, affiliates, or the general public.

X. Restrictions on use

1. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content or review or engage in any activity that, in our sole discretion:
 - a. Violates our Terms and Conditions;
 - b. Is harmful, threatening, abusive, accusatory, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy or violates any third-party rights;
 - c. Constitutes an inauthentic or knowingly erroneous rating or review, or does not address the services or other attributes of the business you are reviewing.
 - d. Is illegal, or violates any Central, state, or local law or regulation;
 - e. Attempts to impersonate another person or entity; or Disguises or attempts to disguise the origin of Your Content, including but not limited to submitting Your Content under a false name or false pretences; or disguising or attempting to disguise the IP address from which Your Content is submitted;
 - f. Constitutes a form of deceptive advertisement, causes a conflict of interest, is commercial in nature, including but not limited to spam, ratings or reviews submitted or removed in exchange for payment or at the request of the business being reviewed, or other advertising materials;
 - g. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
 - h. Contains material that is not in English;
 - i. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
 - j. Accesses or uses the account of another User without permission;
 - k. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
 - l. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
 - m. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
 - n. "Hacks" or accesses without permission our proprietary or confidential records, records of another User, or those of anyone else;
 - o. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
 - p. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;

- q. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
 - r. Collects, accesses, or stores personal information about other Users of the Services;
 - s. Is posted by a bot;
 - t. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content;
or
 - u. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
2. You acknowledge that Claimstant has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body.
 3. You hereby agree and assure Claimstant that the Claimstant Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of Claimstant in any form or manner whatsoever.
 4. You hereby agree and assure that while communicating on the Claimstant Platform or to Claimstant through any medium, You shall not use abusive and derogatory language and/or post any objectionable information that is unlawful, threatening, defamatory, or obscene. In the event you use abusive language and/or post objectionable information, Claimstant reserves the right to suspend the chat or telephone support service and/or block your access and usage of the Claimstant Platform, at any time with or without any notice.
 5. Your use of Claimstant services and the Claimstant Platform, shall be subject to relevant laws of India and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Claimstant Platform, Claimstant shall have the right to

immediately block your access and usage of the Claimstant Platform and Claimstant shall have the right to remove any non-compliant content and/or comment uploaded by you and shall further have the right to take appropriate remedial action available to it under various statutes.

XI. Customer feedback

1. If you share or send any ideas, suggestions, changes or documents regarding Claimstant's existing business ("Feedback"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) Claimstant is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) Claimstant may have already received similar Feedback from some other Customer or it may be under consideration or in development, and (iv) By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Claimstant and its Users any claims/assertions, whatsoever of any nature, with regard to such Feedback.

2. Please provide only specific Feedback on Claimstant's existing products or marketing strategies; do not include any ideas that Claimstant's policy will not permit it to accept or consider.

XII. Advertising

- i. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Claimstant on the Services are subject to change without specific notice to you. In consideration for Claimstant granting you access to and use of the Services, you agree that Claimstant may place such advertising on the Services.

- ii. Part of the site may contain advertising information or promotional material or other material submitted to Claimstant by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the Claimstant Platform or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Claimstant found on or through the Claimstant Platform and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be

solely between you and such advertiser. Claimstant will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Claimstant Platform and mobile application.

iii. For any information related to a charitable campaign ("Charitable Campaign") sent to Users and/or displayed on the Claimstant Platform where Users have an option to donate money by way of (a) payment on a third party website; or (b) depositing funds to a third party bank account, Claimstant is not involved in any manner in the collection or utilization of funds collected pursuant to the Charitable Campaign. Claimstant does not accept any responsibility or liability for the accuracy, completeness, legality or reliability of any information related to the Charitable Campaign. Information related to the Charitable Campaign is displayed for informational purposes only and Users are advised to do an independent verification before taking any action in this regard.

iv. Call Recording: Claimstant may contact Customers, Garages and Surveyors via telephone, SMS or other electronic messaging or by email with information about your Claimstant experience or any feedback thereon. Any calls that may be made by Claimstant, by itself or through a third party pertaining to the experience of a User may be recorded for internal training and quality purposes by Claimstant or any third party appointed by Claimstant.

v. Assignment: Claimstant may assign or transfer any of its rights or obligations under these Terms and conditions to any of its affiliates or any third party at any time.

vi. Contact Us: You may contact us at customersupport@claimstant.com for any further queries with regard to Claimstant.

XIII. Disclaimer of warranties, Limitation of liability, and Indemnification

1. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE CLAIMSTANT PLATFORM IS AT YOUR SOLE RISK. NEITHER CLAIMSTANT, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY OBTAIN FROM USE OF THIS PLATFORM, OR AS TO THE ACCURACY OR LIABILITY OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE PLATFORM. CLAIMSTANT PLATFORM IS PROVIDED ON AN AS-IS, WHERE-IS BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER

THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THIS PLATFORM.

2. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLAIMSTANT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM ANY

- (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR
- (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES INCLUDING CLAIMSTANT PLATFORM, AND/OR
- (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, AND/OR
- (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, AND/OR
- (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR
- (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES, AND/OR
- (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLAIMSTANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR
- (VIII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY, AND/OR
- (IX) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AND/OR
- (X) LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF YOU RELYING ON THE ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES,

AND/OR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CLAIMSTANT'S REASONABLE CONTROL. IN NO EVENT SHALL CLAIMSTANT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

3. Indemnification

The User undertakes to indemnify and keep Claimstant and its Directors, Officers and Employees fully indemnified and harmless from and against all forms of losses caused to Claimstant, including but not limited to all costs, expenses, taxes and other costs incurred by Claimstant as a result of any acts of omission or commission of the User, including as a result of Third party claims or claims from regulators or other authorities. The User undertakes immediately upon the occurrence of the loss caused to Claimstant to pay to Claimstant any amount on this account without any demur, reservation, contest or protest, whatsoever.

XIV. Termination of your access to the services

1. You can delete your account at any time by contacting us via the "Contact Us" link on our Platform or by using the 'Delete Account' button under the profile section of your User Interface and ceasing further use of the Services.
2. We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

XV. General terms

1. Interpretation:

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

2. Entire Agreement and Waiver:

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

3. Severability:

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

4. Partnership or Agency:

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Claimstant and you shall have no authority to bind Claimstant in any form or manner, whatsoever.

5. Governing Law/Waiver:

- (a) These Terms shall be governed by the laws of India. The Courts at Chennai shall have exclusive jurisdiction over any dispute arising under these terms.
- (b) YOU MUST COMMENCE ANY LEGAL ACTION AGAINST US WITHIN ONE (1) YEAR AFTER THE ALLEGED HARM INITIALLY OCCURS. FAILURE TO COMMENCE THE ACTION WITHIN THAT PERIOD SHALL FOREVER BAR ANY CLAIMS OR CAUSES OF ACTION REGARDING THE SAME FACTS OR OCCURRENCE, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OR OTHER LAW TO THE CONTRARY. WITHIN THIS PERIOD, ANY FAILURE BY US TO ENFORCE OR EXERCISE ANY PROVISION OF THESE TERMS OR ANY RELATED RIGHT SHALL NOT CONSTITUTE A WAIVER OF THAT RIGHT OR PROVISION.

6. Carrier Rates may Apply:

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

7. Linking and Framing:

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or

publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Services effective immediately.

8. Monitoring

Claimstant reserves right to monitor this website to determine compliance with these Terms of Use.

XVI. Contact Us:

1. Details of the Company

- Legal Entity Name: Cendata Analisolu Tech Private Limited
- CIN: U63119TZ2023PTC029389
- Registered Address: 2-A, Plot no.1741, Haven Radhakrishna Enclave, Trichy Road, Ramanathapuram, Coimbatore 641041
- Corporate Address: 2-A, Plot no.1741, Haven Radhakrishna Enclave, Trichy Road, Ramanathapuram, Coimbatore 641041
- Details of website: www.claimstant.com (“Website”)
- Contact Details: info@claimstant.com

2. Grievance Redressal Mechanism:

i. Customer Care Channels

- For any issue related to Registration of Customer, Subscription of Vehicle, Requesting Claim factoring, Listing of Garage Business, Co-requesting Invoice Factoring, Enrolling of Surveyor or Surveyor’s Verification & Ratification, you may first reach out to us via chat support on the Claimstant app for real time basis resolution.
- You may write to us at customersupport@claimstant.com and we will strive to resolve your related grievance within the timelines prescribed under applicable laws.
- For a complaint raised on customersupport@claimstant.com, you will receive a unique ticket number to track the status of your complaint.
- In case you do not receive a satisfactory response from the chat support and customersupport@claimstant.com as the case maybe, you can escalate the matter to our Grievance Officer by giving reference of the ticket number generated from customersupport@claimstant.com and we shall address your concern within an estimated time of forty-eight (48) hours.

ii. Details of the Grievance Officer & Nodal Officer

P.Shenpagaraj

Grievance Officer, Cendata Analisolu Tech Private Limited

2-A, Plot no.1741, Haven Radhakrishna Enclave, Trichy Road, Ramanathapuram,
Coimbatore 641041 India

Email address: shenpagaraj.p@claimstant.com

Time: Monday - Friday (10:00 a.m. to 18:00 p.m.)

In compliance with The Information Technology Act, 2000 and the rules made thereunder, as well as The Consumer Protection Act 2019, and the rules made thereunder, the grievance redressal mechanism, including the contact details of the Grievance Officer and Nodal Officer are given herein above.

Please note: Claimstant does not solicit confidential information such as OTP/CVV/PIN NUMBER/Card number either through call or mail or any other means. Please do not reveal these details to fraudsters and imposters claiming to be calling on Claimstant's behalf. You may report such suspicious activities to customersupport@claimstant.com.