

## **TERMS AND CONDITIONS**

This Application is created by Softlogic Life Insurance PLC (hereinafter referred to as the company/SLI) in the interest of Citizens of Sri Lanka and/or Dual citizens who shall have access to the contents of this Application. This Application contains statements regarding the terms of the products, including features and inclusions. Some of these statements are generalized in order to give you a summary of the product.

By accessing this Application and using its content, you acknowledge and you agree that you have read and understood the following terms of use and you agree to be bound by them. These terms and conditions may be revised at any time by updating this posting. You are bound by any such revisions and therefore we advise you to review these terms and conditions every time you use this web site. Do not access, download materials from this Application, if you do not agree with these terms of use.

### **1. Execution of the Contract**

By submitting your personal information through this Application, you are able to make an offer to obtain a product from the Company. That offer may be accepted or rejected by the Company. The contract for the product will only be concluded once your offer has been accepted by the Company. If your offer is accepted then the product will be provided to you, subject to the Company's terms and conditions. You will receive a confirmation text message to the mobile number you provided if your offer has been accepted.

### **2. Liability for the Accuracy of the Information provided**

Insurance cover will be issued according to the details you provide on the Application. Therefore, you warrant that the information and/or documentation you provide through Application is accurate and correct, complete, and true according to your knowledge. SLI is entitled to verify the information and/or documentation that you have provided and to refuse to provide the service or use of the Application without providing reasons, if there is any difference between the information you provided and the real information.

### **3. Validity, Enforceability and Admissibility of Electronic Contract**

- a) You acknowledge and agree that the contract entered into hereunder shall be executed electronically entirely through the mobile application and/or by use of One Time Password (OTP) services and/or any other electronic means. Therefore, you agree that this electronically entered contract is valid and enforceable to the same extent as if such Application were written and signed on paper and in ink. You agree that any electronic record retained by SLI through the OTP Service, or otherwise, shall be admissible as evidence of the identity authentication completed through you by use of the OTP Service and of the valid agreement, in any court of law.
  
- a) The Parties also acknowledge that in any legal proceedings between them in any way relating to this agreement, each party expressly waives any right to raise any defense or waiver of liability

based upon the execution of a confirmation by electronic means. This provision shall apply to all such transactions entered into between the parties after the date hereof.

#### **4. Use of the One Time Password (OTP)**

As a manner of verification and for additional security in connection with identity authentication, a One-Time Passcode (“OTP”) will be transmitted via SMS text message through a licensed telecommunication service provider to the personal mobile telephone number which you have provided the company. You assume full responsibility for non-notification to us of any subsequent changes thereto.

You hereby authorize and confirm our use of your personal mobile telephone number for the purpose of verification of your identity and you hereby consent that any of your personal information so processed in relation to your use of the OTP Service may be retained, processed and/or transmitted back to You.

You shall be solely responsible for complying with the following in connection with your use of the OTP Service and shall assume full responsibility for any non-compliance:

- You shall ensure that the personal mobile telephone number made available to us is always functionally capable of receiving the OTP.
- You shall not subscribe or enable SMS forwarding service.
- You shall ensure that the aforementioned personal mobile telephone number and email address is protected from unauthorized access or use by any third parties at all times.
- You shall NOT disclose the OTP that we transmit to your personal mobile telephone number or email address to a third party.
- You hereby confirm that the identity authentication (whether successful or not) shall be deemed to be effected by You personally if the OTP corresponds with your credentials on our record for processing the identity authentication.
- You shall immediately report to us if your mobile telephone device is lost or stolen.

#### **5. Payments**

- a) You agree, understand and confirm that the credit/debit card details provided by you for availing of services on SLI/Dollar Saver Product will be correct and accurate and you shall not use any credit/debit card which is not lawfully owned by you. You further agree and undertake to provide the correct and valid credit/debit card details to the Company. Further the said information will not be utilized and shared by the Company with any third parties unless required by law, regulation or court order.
- b) SLI uses a third-party payment processor to link your credit/debit card account to the Application. The processing of payments or credit/debit cards as applicable in connection with your use of Application will be subject to the terms and conditions and privacy policies of the

Payment Processor and your credit/debit card issuer in addition to these terms. SLI is not liable for any errors made by the Payment Processor.

## **6. Compliance with Anti Money Laundering Regulations**

SLI shall have in place a framework to ensure compliance with applicable anti-money laundering regulations including but not limited to Payment and Settlement Systems Act No. 28 of 2005, Financial Transactions Reporting Act No. 6 of 2006, Electronic Transactions Act No. 19 of 2006 and Exchange Control Act No. 24 of 1953.

## **7. Amendments**

- a) SLI reserves the right to amend the terms of use, prices of the products, update the products and withdrawal of products any time but not limiting to the guaranteed dividend rates which shall also be changed at the discretion of SLI subject to current market value and to amend the surrender value of the policy obtained by you in the event the underlying assets do not perform.
- b) You acknowledge that the rates guaranteed on the user journey of the Dollar Saver Application shall be valid only for a period of one month commencing from the date of completion and confirmation of the user journey by you to the date on which the policy is issued to the customer.

## **8. Retention of Information**

SLI retain your information for as long as necessary to fulfill the purpose for which it was collected to comply with applicable laws and for the duration and extent of our business practice

## **9. Refund and Cancellations**

You can get in touch with our Customer Care through +94 112 333 888 or email to [DollarSaver@softlogiclife.lk](mailto:DollarSaver@softlogiclife.lk)

in to initiate the process. Please be informed that cancellations will be subject to the terms and conditions of the policy opted by the customers and/or relating to the Dollar Saver Product .

## **10. Indemnification**

By accepting these terms and using the Application you agree that you shall defend indemnify and hold SLI, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys, and agents harmless from and against any and all claims, cost, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with:

1. Your violation and breach of terms and conditions herein and any applicable laws or regulation, whether or not referenced herein and/or

2. Your use or any unauthorized use by a third party through the link provided exclusively for your use.

#### **11. Copyrights, Data Base, Trademarks, Intellectual Property Ownership**

- a) All content of the SLI Website and relating to the Dollar Saver Product is protected by copyright with all rights reserved. All rights in the pages, site content and arrangement are owned by SLI. You are prohibited from copying, modifying, displaying, distributing, transmitting, redelivering through the use of "framing" technology, publishing, selling, licensing, creating derivative works or using any site content for any purpose whatsoever.
- b) Further, You shall not,
  - License, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the service or website, or application in anyway
  - Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws
  - Send or store infringe, obscene, or tortious materials or violative of third-party privacy rights
  - Send or store materials containing viruses or other harmful computer codes, files, scripts, or programs
  - Interfere with or disrupt the integrity or performance of the website or application or data contained therein
  - Attempt to gain unauthorized access to the website, the application or its related systems or networks
- c) SLI shall have the right to investigate and prosecute violation of any of the above to the fullest extent of the law. SLI may involve and cooperate with law enforcement authorities in prosecuting users who violate the above-mentioned user terms and conditions.

#### **12. Limited Liability**

SLI shall not be liable for any damages resulting from the use of the website or application including damages caused by malware, viruses, or any incorrectness or incompleteness of information or the website or application unless such damages is the result of willful misconduct or negligence on the part of SLI.

#### **13. Governing Law and Jurisdiction**

This Application is controlled and operated by SLI from its offices situated in Sri Lanka. Any claim relating to, and the use of, this Application is governed by the Sri lankan laws. All Disputes arising out of these terms or this Application shall be litigated in, and only in, courts located in Sri Lanka, and you agree to submit to the exclusive jurisdiction of those courts.

#### **14. Severability**

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect.

#### **15. Entire Agreement**

This Agreement constitutes the entire agreement between you and SLI with respect to your access to and/or use of this Application.

#### **16. Disclaimer**

To the fullest extent permissible pursuant to applicable law, the materials on this application are provided "as is" and without warranties of any kind either expressed or implied and SLI and its affiliates, disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

SLI does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components. SLI does not warrant or make any representations regarding the use or the results of the use of the materials on this application in terms of their correctness, accuracy, reliability, or otherwise. You (and not SLI) assume the entire cost of all necessary servicing, repair, or correction. The information and descriptions contained herein are not intended to be complete descriptions of all terms, exclusions and conditions applicable to the products and services, but are provided solely for general informational purposes.

This Application may be linked to other websites/ applications which are not maintained by SLI. SLI is not responsible for the content of those websites/ applications. The inclusion of any link to such websites/ applications does not imply approval of or endorsement by SLI of the websites/ applications or the content thereof.

### **PRIVACY POLICY**

Softlogic Life Insurance PLC (SLI) are committed to protecting your privacy. The purpose of this privacy policy is to inform you about our practices relating to the collection, use and disclosure of information that may be provided through access to or use of this application or that may otherwise be collected by us. This privacy policy also tells you what to do if you do not want your information collected and how you can change or delete information you have already provided to us. By using this Application, you also agree with the following terms of service.

## **INFORMATION COLLECTED AND HOW IT IS USED**

When you register yourself, we may collect and hold certain information about you, either directly or indirectly. Such may include your name, national identity card/passport details, contact information including your email address and mobile number and payment selection options such as credit/debit card - visa/master/JCB/ AMEX and fund transfer.

You agree to link your personal/financial details to SLI/Dollar Saver programme and acknowledge that we may disclose and transfer any information that you provide through to the Company or its Parent/Ultimate Parent, agents, and employees and to help us meet our obligations under the law.

## **HOW YOUR INFORMATION IS PROTECTED**

The security of your personal information is important to us. Whilst SLI will take all reasonable efforts and strive to use commercially acceptable means to protect your personal information, we are unable to guarantee its absolute security.

SLI may change our Privacy Policy from time to time. If you believe and/or becomes aware that personal information, we hold about you is incorrect, incomplete or inaccurate, then you must request amendment of it.

## **USE OF YOUR INFORMATION**

The information collected is used for internal record keeping purposes, to process your registration and subscription for the dollar saver product, to improve the quality of the service we provide to you, to contact you for market research purposes if required and to customize user experience according to your interests, to advise you about new products and services from our websites and / or sponsors that may be of interest to you by ourselves/through our authorized agents and representatives , To inform you of promotional events ongoing or futuristic by ourselves/through our authorized agents and representatives, to protect our business interests and the interests of our consumers, and to meet all requirements, regulatory and otherwise, imposed by law.

## **RETENTION OF YOUR INFORMATION**

SLI retain your information for as long as necessary to fulfil the purpose for which it was collected, to comply with applicable laws and for the duration and extent of our business practice.

## **LINKS TO THIRD PARTY SITES**

This Application may offer links to other websites and store cookies such as Facebook pixel ,google analytics, google remarketing tags which the company do not have control over. The owners of these Applications may have access to your information, which we have no control. You should be aware that operators of linked websites may also collect your information (including information generated through the use of cookies including but not limited to Facebook pixel ,google analytics, google remarketing tags) when you link to their websites. We are not responsible for how such third parties collect, use or disclose your information, so it is important to familiarize yourself with their privacy policies before providing them with your information. These websites links and cookies are provided for your convenience and by including such websites we are not implying that it endorses or recommends them. You may be exposed to content that is offensive, indecent or objectionable to you the user.

Under no circumstances will we be liable in any way for any such content, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as a result of the use of the content made available via all facets of communication via Dollar Saver product User Journey and related services.

#### **CHANGES IN THIS PRIVACY STATEMENT**

SLI reserve the right to modify this privacy policy at any time, without prior notice. You should visit our website periodically to review any changes to this policy. It shall be deemed that you continually accept these terms including its changes.

#### **YOUR ACCEPTANCE OF THESE TERMS**

By using this Application, you signify your acceptance the Privacy Policy. If you do not agree to this policy, please do not use this Application or subscribe for the Dollar Saver product . If for any reason you do not agree with any of the changes in whole or in part, you must stop using this Application or subscribing for the Dollar Saver Product.

#### **TERMINATION**

SLI reserve the right, at our sole discretion, to accept or reject any current member or any registration for any reason or for no reason whatsoever.