



TERMS & CONDITIONS OF SERVICE

This agreement (the "Agreement") is made by and between Colina Insurance Limited ("Colina") and you (the end user client, as an individual or business entity, in either case, "you"). The effective date of this Agreement is the date on which you register for online access to <http://colina-eclaims.benefits2pt0.com> (the "Effective Date"). In consideration of the mutual agreements and covenants contained in this Agreement, the adequacy and sufficiency of which are acknowledged by the parties to this Agreement, Colina and you (the "Parties") agree as follows:

1. Definitions

"The Colina Customer Service Portal" or "Service" means the software and service provided by Colina at <http://www.colina.com>, <http://colina-eclaims.benefits2pt0.com>, <http://colina-eclaims2.benefits2pt0.com> and any upgrades or new releases and related documentation whether in written or electronic form.

2. Acceptance of Terms

Colina provides this Service for the use and convenience of our clients and their service partners. Colina provides you a right to access and use the Service pursuant to the terms of this Agreement.

By using the Service, you are agreeing to all of the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions of this Agreement, Colina is not willing to allow you to use the Service. Your continued use of the Service now, or following the posting of changes in the Terms & Conditions of Service, will indicate acceptance by you of such Terms & Conditions, changes, or modifications.

3. Intellectual Property and Privacy

You agree that title to, and all intellectual property rights in the Service, underlying software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner which owner shall be entitled to enforce those rights directly against you.

You agree not to violate the intellectual property rights of Colina AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE or any third party in the use of this Service.

Colina will adhere to their Internet Privacy Policy as stated at <http://www.Colina.com>.

4. Indemnification

You agree to indemnify and hold harmless Colina, its parents, subsidiaries, affiliates, officers, directors, employees, service providers including Brac Informatics Centre Ltd., and agents from any and all claims, damages, costs, liabilities, expenses or lawsuits, including reasonable attorneys' fees, arising out of or in connection with your use of the Service.

5. Security

Although information that you transmit through the Service may be password-protected and/or encrypted, Colina does not guarantee the security of any information transmitted or stored through the Service. You agree to assume the security risk for any information that you transmit or store through the Service and Colina and its service providers including Brac Informatics



Centre Ltd., agents and licensors specifically disclaim any liability arising in connection with any theft or other loss of your information transmitted or stored through the Service.

6. Confidentiality

The Parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement which is reasonably identified by either Party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement. The obligations aforesaid shall not apply to any material or information which is in the public domain (other than as a result of a breach of this Agreement); or, already known to the receiving party, or, lawfully received from a third party and/or ordered to be disclosed by any court or other tribunal or regulatory authority of competent jurisdiction.

7. Disclaimer of Warranties

COLINA AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. Colina AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, (V) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY Colina AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE.

8. No Liability for Unauthorized Use

You are solely responsible for ensuring that each password or encryption key for the Service is utilized only by you or, if applicable, by your authorized employees and agents. Colina and its service providers including Brac Informatics Centre Ltd., agents or licensors shall have no liability for any loss, claim, damages or other liability that may arise from the unauthorized use of a password or an encryption key. If a password or an encryption key is lost or stolen, it is your responsibility to notify Colina of such loss or theft so that the password or encryption key can be deactivated and a new one assigned. If any of your employees or agents shall no longer be authorized to use a password or an encryption key it shall be your responsibility to notify Colina. Colina will use commercially reasonable efforts to effect password deactivation requests as soon as practicable after their receipt in writing from you or your representative.

9. No Liability for Delivery of Claims or Unpaid Claims

You are solely responsible for ensuring that all claims and data have been received by Colina for processing. Colina and its service providers including Brac Informatics Centre Ltd., agents or licensors shall have no liability for any loss, claim, damages or other liability that may arise from claims and



associated data not being delivered to Colina or payments not paid by Colina. It is your responsibility to insure that all claims and data have been received by Colina.

10. Explanation of Benefits (EOB)

The Explanation of Benefits (EOB) appearing on Colina's Customer Service Portal after a claim is entered, is an interim EOB. The final version will be provided, once the claim is fully processed.

11. Value Added Tax (VAT)

VAT (Value Added Tax) is a consumption tax, charged on most goods and services bought and sold for use or consumption in The Bahamas at a rate of 7.5%, effective January 1, 2015. All amounts appearing on the Explanation of Benefits (EOB) shall be deemed to be VAT exclusive. If applicable, VAT related to provider payments made by Colina will be estimated on the EOB, appearing on Colina's Customer Service Portal, after a claim is entered. Once payment has been made, the actual VAT Payment will be shown in the Payment Summary section of the EOB.

12. Limitation of Liability

- 12.1. Neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or any indirect or consequential loss or damage whatsoever.
- 12.2. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

13. Export Restrictions

This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export of the Service from the Bahamas, which may be imposed from time to time by the Government of The Bahamas. Persons from or in certain restricted countries may be prohibited from using the Service. You acknowledge that Colina may restrict any use of the Services that Colina deems to be in violation of Bahamas export restrictions.

14. Term and Termination

- 14.1. This Agreement is effective as of the Effective Date and shall remain in effect until it is terminated.
- 14.2. Colina may terminate this Agreement at any time and for any reason, including, but not limited to, if Colina finds that you have violated any of the terms of this Agreement.

15. Modifications

Colina reserves the right to change the Terms & Conditions of Service at any time. By continuing to use



this Service after such changes, you agree to be bound by such changes. We recommend that you review this site periodically to ensure that you are aware of all changes.

16. Force Majeure

Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

17. Assignment

- 17.1. You shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Colina, such consent not to be unreasonably withheld or delayed.
- 17.2. Colina may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.

18. Entire Agreement

- 18.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.
- 18.2. Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

19. Invalidity

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

20. Waiver

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.



21. Data Protection

- 21.1. Except as described in this Agreement or as may be agreed in writing between you and Colina, Colina may not disclose any personal information you give Colina except for the purpose of processing a specific claim.
- 21.2. Your personal information will not be used for any purposes or disclosed to any persons, except as described in this Agreement or as may be agreed in writing between you and Colina.

22. No Partnership

Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

23. No Third Party Rights

Save as provided by the terms of this Agreement a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

24. Operative Law

This Agreement shall be treated as though it were executed and performed in The Bahamas, and shall be governed and construed in accordance with the laws of The Bahamas, without regard to conflict of law principles. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in The Bahamas. You expressly submit to the exclusive jurisdiction of said courts and consent to extra-territorial service of process.