

Risk Transfer & Exchange Limited - Terms and Conditions

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1. Introduction

- 1.1. This website is owned and operated by Risk Transfer & Exchange Limited (“RiskTrEx”), Company No.5454436, registered with the Registrar of Companies for England & Wales. Our office is at 3 Cromwell Place, London, SW7 2JE.
- 1.2. Please read these Terms & Conditions carefully. They cancel and replace any terms and conditions previously agreed to, even if the latter have not been expressly withdrawn or amended. By registering your Firm or any individual as a User / Super User or using the Services (whether or not you register), you agree to be bound by these T&Cs. If you do not accept them in full, you must not register as a User nor use the Services and if you are already registered you must request deregistration and the termination will only be effective once confirmed in writing by RiskTrEx.
- 1.3. If you are a consumer your statutory rights are not affected by this agreement.

2. Effective Date

These terms are effective from January 1st, 2009

2. Definitions

FAQs:	Frequently asked questions.
Paid Services:	All Services which RiskTrEx makes available to Users on payment of a charge or fee.
Registered Firm:	A bona fide firm of insurance intermediaries / brokers or insurance underwriters approved by RiskTrEx to use the Paid Services.
Services:	The services made available by RiskTrEx, the purpose of which is to facilitate business between insurance brokers and underwriters whether with or without payment.
Site:	The website at www.risktrex.com or such other website as RiskTrEx may use to provide the Paid Services from time to time.
T&Cs:	These terms and conditions.
User / Super: User:	A validly registered user of the Services, whether paid or unpaid, the terms User and Super User being synonymous for the purposes of this agreement.
User Content:	Information published by Users on the Services, or sent by Users to other Users through the Services.
User Content:	Any message, text or data created by a User.
User:	Means any person (User or Super User) who uses the Services.

3. Registration and use of Services

- 3.1. You are only eligible to become a User if you are an employee or authorised representative of a registered Firm. We may ask for written proof of your status at any time and failure to provide that within 5 business days may lead to deactivation of the account.
- 3.2. We reserve the right, in our discretion, to refuse any application to become a registered Firm or User. You do not become a Registered Firm or User until you receive confirmation from us.
- 3.3. You will ensure that all contact and payment information (e.g. email and postal addresses, payment / invoicing details) which you provide us are accurate and not misleading.

- 3.4. The equipment (including computer, software, telecommunications systems) used to gain access to Services shall be the responsibility of the User as shall the telecommunications or other costs incurred by their use.
- 3.5. We may deactivate accounts of Users who have not used the Services for twelve months upon giving one month's notice.

4. Safety and Security

- 4.1. We do not advise on, broker or underwrite insurance contracts. From our website, we allow registered Firms to make contact with other registered Firms only if they consent. Underwriters are only contactable by Registered Firms who are brokers or intermediaries and vice versa.
- 4.2. We do not have the contractual obligation or technical means (1) to verify the identity of persons who register as Firms or Users or use our Services or (2) to verify or monitor User content. You should not assume that any User content is accurate. Although reasonable attempts are made to establish legitimate identity, a Firm or User may not be who he or she claims to be. We cannot be liable for false or misleading communications, data or statements by Firms or Users. You must take appropriate steps to investigate User content if you intend to act on it.
- 4.3. When transacting business which has been presented on our platform, Users do so at their own risk and we bear no responsibility whatsoever.
- 4.4. You are responsible for the acts or omissions of any third parties who use your identification information or accounts, whether fraudulent or not. You agree to indemnify us against any claims of this kind.
- 4.5. We are not liable if your identity is used by someone else.
- 4.6. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a username or password. In such case you should immediately change your password, using the Services.

5. User Obligations

5.1 You agree that you will not:

- 5.1.1. breach any applicable law, regulation or code of conduct in connection with the Services;
- 5.1.2. publish or send any User Content or communications which, to the best of your knowledge, after taking reasonable care to ensure the same, are false or misleading, vulgar, indecent, obscene, racist, xenophobic, abusive, unlawful, deceitful, invasive of another's privacy, offensive, harmful, violent, threatening, harassing, defamatory, an infringement of third party intellectual property or other rights or which encourage or assist any of the foregoing;
- 5.1.3. disclose or make accessible to any third party any username(s), password(s), activation code(s) or similar information allocated to Users or use them for any purpose other than authentication for the Services.
- 5.1.4. publish or send any User Content belonging to other persons without having obtained their prior consent;
- 5.1.5. publish or send any User Content which links to any third party websites which are illegal or contain inappropriate content;
- 5.1.6. use the Services for junk mail, spam and pyramid or similar or fraudulent schemes;
- 5.1.7. do anything which may have the effect of disrupting the Services including worms, viruses, software bombs or mass mailings;
- 5.1.8. attempt to gain unauthorised access to any part of the Services or equipment used to provide the Services; or
- 5.1.9. use the Services other than for the purposes set out in these T&Cs and that any breach of the foregoing constitutes a serious breach of this agreement (without prejudice to any other serious breach of this agreement which may occur).

5.2 You agree to comply with any guidelines or requirements on our Site as well as any reasonable request or instructions by us in connection with the Services.

5.3 You must notify us in writing immediately if you become aware of any inappropriate use in connection with the Services.

6. User Content

6.1 It is your responsibility to decide which information to publish or send to other Users. RiskTrEx cannot be held liable for any misuse thereof by any other User or third party.

6.2 We are not liable for User content or other activities of Users which may breach the rights of other Users or third parties.

6.3 We reserve the right to irretrievably delete any User content if we exercise any right of termination under this agreement.

7. Intellectual property rights

7.1 The trade marks, logos, graphics, images, photographs, animation, videos, text and software used in the Services are the intellectual property of us or our partners and your right of use is strictly limited to accessing, downloading, printing and reproducing on all media for use of the Services within the scope of these T&Cs. You may not otherwise retrieve, display, modify, copy, print, sell, download, hire or reverse engineer (except insofar as permitted by applicable law) such content without our prior written consent.

7.2 You may not link to our Site or include it in part or in whole within another external website without our prior written consent.

7.3 You may not copy or otherwise use any User content of other Users except insofar as strictly necessary for your use of the Services within the scope of these T&Cs.

8. Functioning of Site and Services

8.1 We do not guarantee that our Services will be uninterrupted or error-free or will achieve particular results nor do we guarantee the integrity or security of data. We will use our reasonable endeavours to rectify faults if they do occur.

8.2 We reserve the right to suspend the Services upon giving you reasonable notice for repair, maintenance, improvement or other technical reason.

8.3 We reserve the right to change the Services provided such changes do not have a material adverse effect on the quality of the Services.

9. Payment

9.1 You acknowledge that the Paid Services are available only to registered Users on payment of certain fees and charges which are posted on the Site and upon request will be communicated to the Firm or Super User in writing. They include tax unless otherwise stated.

9.2 We may change our fees and charges and this will be effective from July 1 or January 1 of each year. The new rates take effect after we have posted the details on the Site or informed a Firm or Super User in writing or by email.

10. Termination

10.1 You may at any time terminate your registration with us by requesting closure of your account. We will implement such a request as soon as reasonably practicable. A request for termination under this clause does not give rise to any refund and any fees or transaction based charges accrued at that time will remain due and payable.

10.2 Without prejudice to any other provision in this agreement (including any right of ours to claim damages), we at any time may suspend or terminate your registration:

10.2.1 immediately without notice if in our reasonable opinion:

- a) you have committed a serious breach of this agreement; or
- b) any User Content published or sent by you or your continued registration is damaging or potentially damaging to our business or other Users; or

10.2.2 if you fail to comply with an email from us giving you seven days to comply with this agreement.

10.3 We will notify you by email of any suspension / termination of your registration (or of confirmation thereof). Following such notification, you must not attempt to re-register as a User or to use our Services except where we notify you that a suspension is lifted.

11. Changes to the T&Cs

11.1 We may change these T&Cs at any time by posting the revised version on the Site. You will be bound by the revised T&Cs if you continue to use our Services following the effective date shown on the revised T&Cs.

12. Third party websites

12.1 We or third parties may provide links on our Site to third party websites. You use them at your own risk. We do not review such sites. We do not recommend or endorse such sites nor are we responsible for the content of those sites or any goods or services offered thereon. If in the course of performing a search on our site you encounter any third party website the use of which would violate applicable law, you must immediately cease use of such website.

13. Limitation of liability

13.1 This section (and any other clause excluding or restricting our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999) as well as to us. Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.

13.2 You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself. If you do not, we shall have no liability to you for that matter.

13.3 We shall not be liable for any damage to a User caused or contributed to by that User, for example by not complying with these T&Cs.

13.4 In no event (including our own negligence) will we be liable for any:

13.4.1 economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);

13.4.2 loss of goodwill or reputation;

13.4.3 special, indirect or consequential losses; or

13.4.4 damage to or loss of data (even if we have been advised of the possibility of such losses).

14. Indemnity

14.1 You agree to indemnify us (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities related to your breach of this agreement and/or to your use of the Services.

15. General

15.1 Headings in this agreement are for information only and are not binding. We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control. This agreement constitutes the entire agreement between you and us in connection with the Services. We may assign all or part of our rights or duties under this agreement. Any failure by us to exercise or enforce any right or provision of this agreement does not constitute a waiver of it. If any part of this agreement is deemed void or ineffective for any reason, the remainder shall continue in full force. A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated otherwise in this agreement.

16. Law and jurisdiction

16.1 This contract shall be governed by English law and any disputes will be decided only by the English courts.