



Claims Planet Website, Terms and Conditions of Use

Introduction

These Terms and Conditions of Use (together with the documents referred to in them) (“Terms of Use”) set out the terms on which you may make use of this website under the domain name www.claimsplanet.com (the “Website”), whether as a guest or a registered user.

The Terms of Use consist of general terms applicable to all sections of the Website and special terms that apply only to certain applications, as indicated. In addition, expressly designated legal notices, disclaimers or other terms may be located on particular pages of the Website. Any such notices, disclaimers and terms are ancillary to these Terms of Use

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Website.

General Terms

1. Information About Us

1.1. The Website is operated by Claims Planet Ltd., whose registered business address is 23 The Drive, London, E4 7AJ, United Kingdom.

2. Accessing the Website

2.1. You will be able to access most of the Website without registering your details with Claims Planet.

2.2. There are certain sections of the Website that are restricted. You must first register and become a “Registered User or Agent” before you can access Registered User areas. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users who have registered.

2.3. To become a Registered User or Agent you must provide a verifiable email address, complete all the required fields in the application form and read and accept these Terms of Use and any special terms that are applicable to the Registered User area. Claims Planet will send you a confirmation email with your registration information. If you do not receive such confirmation email you shall not be considered a Registered User or Agent and shall not have access to Registered User areas.

2.4. Claims Planet may in its sole discretion refuse your application to become a Registered User.

2.5. Each registration is for a single user only. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Claims Planet security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

2.6. Claims Planet has the right to disable any user identification code or password, whether chosen by you or allocated by Claims Planet at any time, if in Claims Planet's opinion you have failed to comply with any of the provisions of these Terms of Use.



3. Information about you and your visits to the Website

3.1. Claims Planet processes information about you in accordance with its Privacy and Cookies Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

4. Intellectual Property Rights

4.1. Claims Planet is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2. You are permitted to print and download extracts from this Website for your own personal use or internal business purposes provided that:

4.2.1. no documents or related graphics on this Website are modified in any way;

4.2.2. no graphics on this Website are used separately from accompanying text; and

4.2.3. Claims Planet copyright and trademark notices as shown on each web page appear on all copies.

4.3. This permission will be revoked immediately if any of its terms are infringed.

4.4. Unless otherwise stated, the copyright and other intellectual property rights in all materials on this Website (including without limitation photographs and graphical images) are owned by Claims Planet or its licensors. Any use of extracts from this Website other than in accordance with [paragraph 4.2] above for any purpose is strictly prohibited. If you breach any of these Terms of Use, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

4.5. Subject to [paragraph 4.2] no part of this Website may be reproduced or stored on any other website or included in any public or private retrieval system or service without Claims Planet prior written permission.

5. Availability of Website

5.1. We aim to update our site regularly, and may change the content at any time.

5.2. Whilst Claims Planet endeavours to ensure that this Website is normally available 24 hours a day, Claims Planet will not be liable if for any reason this Website is unavailable at any time or for any period.

5.3. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Claims Planet's control.

6. Visitor Material and Conduct

6.1. Other than personally identifiable information, which is covered in the Data Protection Policy, any material that you transmit or post to this Website will be considered non-confidential and non-proprietary. Claims Planet will have no obligations with respect to such material. Lloyd's will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. If you do not wish Claims Planet to have the rights set out in this paragraph please do not transmit or post any material or submit any contributions to the Website.

6.2. You are prohibited from submitting, posting or transmitting to this Website any material which:



6.2.1. is unlawful, harassing, threatening, defamatory, harmful, profane, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

6.2.2. violates a patent, trade mark, copyright, trade secret or other intellectual property rights of others or for which you have not obtained all necessary licences and/or approvals;

6.2.3. constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in the UK or any other country in the world;

6.2.4. constitutes any form of marketing; or

6.2.5. is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

6.3. You must not misuse the Website (including, without limitation, hacking).

6.4. Violation of this section may lead to legal action being taken against you by the authorities or an aggrieved third party. Lloyd's will fully cooperate with any law enforcement authorities or court order requesting or directing Lloyd's to disclose the identity or locate anyone submitting, posting or transmitting any material in breach of this section.

6.5. You shall fully indemnify Claims Planet for any loss or damage suffered by Claims Planet or any of its subsidiaries for breach of paragraphs [6.2 or 6.3].

7. Links from the Website

7.1. Connected Claims Planet websites that can be accessed via links from this Website are subject to separate terms and conditions. You must therefore read those terms and conditions carefully before using those sites.

7.2. Links to third party sites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Claims Planet makes no representations as to the security, quality or propriety of any site which may be accessed through this Website and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such sites or goods or services purchased from them. If you decide to access any of the third-party sites linked to this Website, you do so entirely at your own risk.

8. Linking to the Website

8.1. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

8.1.1. you do not remove, distort or otherwise alter the size or appearance of the Claims Planet logo;

8.1.2. you do not create a frame or any other browser or border environment around this Website;

8.1.3. you do not in any way imply that Claims Planet is endorsing any products or services other than its own;

8.1.4. you do not misinterpret your relationship with Claims Planet nor present any other misleading information about Claims Planet;

8.1.5. you do not otherwise use any Claims Planet trademarks displayed on this Website without express written permission from Claims Planet



8.1.6. you do not link from a site that is not owned by you or your employer; and

8.1.7. your site does not contain content that could reasonably be construed as distasteful, offensive or infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

8.2. Claims Planet expressly reserves the right to revoke the right granted in [paragraph 8.2] above for any breach of these Terms of Use and to take any action it deems appropriate.

8.3. You shall fully indemnify Claims Planet for any loss or damage suffered by Claims Planet or any of its subsidiaries for breach of [paragraph 8.2].

9. Disclaimer

9.1. The communication of information and service on the Website provided by either third parties or Claims Planet is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. In particular, the contents and/or subject matter of the Website does not constitute an offer of information, products or services, or offer to purchase or solicitation of insurance to U.S. residents, or in any other jurisdictions where such an offer may be unlawful.

9.2. The Website and attached communications do not represent a prospectus or invitation in connection with any solicitation of capital. Nor does it constitute an offer to sell securities or insurance, a solicitation of an offer to buy securities or insurance, or a distribution of securities in the United States or to a U.S. person, or in any other jurisdiction where it is contrary to local law. Such persons should inform themselves about and observe any applicable legal requirement.

9.3. The information, including any insurance or financial related information, viewable by you on this Website is provided for information only and does not constitute an offer to (or the solicitation of an offer to purchase) insurance, nor does it constitute investment advice of any kind whatsoever.

9.4. While Claims Planet and its third-party providers endeavour to ensure that the information on this Website is correct, Lloyd's and its third-party providers do not warrant the accuracy and completeness of the material on this Website. Claims Planet may make changes to the material on this Website at any time without notice.

10. Warranty and Liability

10.1. This Website is provided "as is" for information purposes only and Claims Planet and its third-party providers give no warranties of any kind either express or implied in respect thereof. Specifically, but without limitation, Claims Planet and its third-party providers do not warrant that:

10.1.1. you will be able to use this Website or that it will continue to be made available in its current or any other form;

10.1.2. this Website or any material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose.

10.2. It is your responsibility to use suitable anti-virus software on any material that you may download from this Website and to ensure the compatibility of such software or material with your equipment; or any content or information published on this Website is accurate or complete.

10.3. The editorial content of any other site to which you have gained access by means of any hyperlinks published on the Website remains the responsibility of the provider of that other website.

10.4. All warranties which would otherwise be implied by law are hereby excluded.



10.5. Claims Planet and its third-party providers will not (subject only to paragraph 10.7 below) be liable to you, whether for negligence, breach of contract or otherwise, for any loss or damage whatsoever suffered by you (including without limitation, direct loss or damage, indirect or consequential loss or damage, loss of goodwill, loss of business opportunity, loss of data or loss of profit), arising from:

10.5.1. any computer virus or other bug transmitted through this Website;

10.5.2. your use or inability to use this Website at any time and any failure by Claims Planet to provide this Website;

10.5.3. your use of and/or reliance on other sites to which you have gained access by means of hyperlinks published on this Website;

10.5.4. any inaccurate or incomplete information published on this Website;

10.5.5. your failure to comply with any law or regulation that is applicable to you; or

10.6. You should note specifically that information might be published on this Website about insurance that may not be appropriate for your specific purposes or circumstances. If you are in any doubt as to who you should contact please refer to Contact Us.

10.7. Nothing in these Terms of Use shall operate to exclude or restrict Claims Planet or its third-party providers' liability for either fraud, or death or personal injury resulting from Claims Planet its third-party providers or their employees' negligence.

12. Variations

12.1. Claims Planet may amend or revise these Terms of Use at any time without notice. You should check this Website from time to time to review the then current Terms of Use because they are binding on you.

13. Enforcement

13.1. The failure by Claims Planet Ltd. to enforce any term or condition of these Terms of Use shall not be deemed as a waiver of the right to enforce such term or condition.

14. Jurisdiction

14.1. These Terms of Use and all matters arising from or connected with them are governed by and construed in accordance with English law and the English courts will have jurisdiction over any claim arising from, or related to, a visit to this Website.