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## WEBSITE TERMS & CONDITIONS OF USE AND ACIS'S PRIVACY & COOKIES POLICIES

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**TERMS & CONDITIONS OF USE:** [www.aciscargo.com](http://www.aciscargo.com) and [www.acisunderwritingagencies.com](http://www.acisunderwritingagencies.com)

### INTRODUCTION

Welcome to our Website. If you continue to browse and use this Website, including logging on with your Client ID, you are agreeing to comply with and be bound by these terms and conditions of use, which together with our privacy policy govern ACIS Underwriting Agencies Limited's relationship with you in relation to this Website. These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and ACIS Underwriting Agencies Limited, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by ACIS Underwriting Agencies Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to ACIS Underwriting Agencies Limited and accessing the Website in connection with the provision of such services. The term 'you' refers to the User or Users of our website. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

### INTELLECTUAL PROPERTY AND ACCEPTABLE USE

1. All Content included on the Website, unless uploaded by Users, is the property of ACIS Underwriting Agencies Limited, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
  - b. print one copy of the Content
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of ACIS Underwriting Agencies Limited.

## **PROHIBITED USE**

4. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
  - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **REGISTRATION**

5. You must ensure that the details provided by you on registration or at any time are correct and complete. This includes the risk / underwriting information that you submit to us and which underwriters rely upon when considering whether to accept the risk ad if so, on what terms.
6. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details to ensure we can communicate with you effectively. Similarly, you must notify us immediately is there is any change to the risk / underwriting information which you have provided to us.
7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

## **PASSWORD AND SECURITY**

9. When you register on this Website, you will given login details. You will then need to create a password, which you should keep confidential and not disclose or share with anyone.
10. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

## **LINKS TO OTHER WEBSITES**

11. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of ACIS Underwriting Agencies Limited or that of our affiliates.
12. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
13. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **PRIVACY POLICY AND COOKIES POLICY**

14. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. The Privacy Policy and Cookies Policy are available at the end of this document.

## **AVAILABILITY OF THE WEBSITE AND DISCLAIMERS**

15. Any online facilities, tools, services or information that ACIS Underwriting Agencies Limited makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. ACIS Underwriting Agencies Limited is under no obligation to update information on the Website.

16. Whilst ACIS Underwriting Agencies Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

17. ACIS Underwriting Agencies Limited accepts no liability for any disruption or non-availability of the Website.

18. ACIS Underwriting Agencies Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

19. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

## **LIMITATION OF LIABILITY**

19. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

20. To the extent that the Website and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind.

21. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

22. To the maximum extent permitted by law, ACIS Underwriting Agencies Limited accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

## **GENERAL**

23. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

24. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

25. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

26. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

27. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

28. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

29. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

### **ACIS UNDERWRITING AGENCIES LIMITED'S details**

30. ACIS Underwriting Agencies Limited is a company incorporated in England and Wales with registered number 04778918 whose registered address is 8 Northumberland Gardens, Bromley, Kent, BR12XD and it operates the Website [www.aciscargo.com](http://www.aciscargo.com).

You can contact ACIS Underwriting Agencies Limited by email at [underwritingteam@acisunderwritingagencies.com](mailto:underwritingteam@acisunderwritingagencies.com)

## **ATTRIBUTION**

31. These terms and conditions were created with reference to a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).

## **PRIVACY POLICY**

### **GENERAL INFORMATION**

Welcome to our Privacy Policy page. Your privacy is extremely important to us and we want you to know exactly what kind of information we collect about you and how we use it. Please take the time to read our policy and understand that by using our website or contacting us by telephone/ email, you agree to its terms.

### **WHAT INFORMATION DO WE COLLECT, WHEN AND WHY?**

We only collect information that we know we will genuinely use. As we arrange insurance for commercial (rather than private) customers, such information would relate to the commercial operations of a firm and would not include personal data of individuals beyond the scope of work contact details. We may collect all information you choose to submit to us. You can do that in different ways. For example, by subscribing to our website, by sending us emails / letters or by calling us. Sometimes, we may obtain your details from your authorised insurance broker/ agent. In such instances, we understand that your insurance broker/ agent has authority from you to share information with us. We are an underwriting agency, underwriting insurance policies on behalf of insurers. In order for us to do so, we must obtain certain information from you in order that we can appropriately assess your risk and set the insurance terms of any policy. We keep this information because it constitutes "material information". That means, it is considered very important by us and it is information that we have relied upon when underwriting your risk, thus will form part of any insurance contract. If we are unsuccessful in obtaining your business one year, we may keep your details on file so that we can contact you again in the future to see if we can assist you. If you have placed insurance with us, we would normally store your information for a period of at least six years, which is the statutory requirement in the United Kingdom where we operate. Further, we keep details of any claims you have suffered for a similar period of time after conclusion/ settlement.

### **RIGHT TO ACCESS, CORRECT AND DELETE DATA AND TO OBJECT TO DATA PROCESSING**

As our customers are commercial customers, that is companies purchasing insurance rather than individuals buying personal insurance policies, generally we do not hold personal data. The data we hold would relate to companies and would naturally include contact details of certain personnel within those organisations who hold the authority to arrange insurance for that firm. Our customers have the right to access, correct and delete data relating to them, and to object to the processing of such data, by sending a written request at any time. We make every effort to put in place suitable precautions to safeguard the security and privacy of data we hold, and to prevent it from being altered, corrupted, destroyed or accessed by unauthorized third parties. However, we do not control each and every risk related to the use of the Internet, and therefore warn website users of the potential risks involved in the functioning and use of the Internet. Our website may include links to other web sites or other internet sources. As ACIS Underwriting Agencies Limited cannot control these websites and external sources, it cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Further, please note that we rely upon third party IT firms provide us with IT support, for example data back up, data processing software etc. We cannot be held responsible for the service provision of such IT professionals who operate separately from us.

## **SHARING YOUR INFORMATION**

As a regulated firm subject to audit, we may have to share your information with the Financial Conduct Authority upon request. We underwrite on behalf of certain insurers and they too (or their appointed auditors) may ask us to share your information with them. Our bank and accountants may also ask for details of any financial transactions we process/ receive. The purpose of sharing the information we hold is purely for compliance/ regulatory reasons. Alternatively, we may share your contact details with loss adjusters/surveyors/ lawyers in the event of a claim. We wouldn't share your information with firms outside of our group of companies for any other reason.

## **ABOUT US**

ACIS Underwriting Agencies Limited is a private limited company registered in England No. 04778918.

We are the "data controller" of the information you provide us with. This is a legal phrase used to describe the person or entity that controls the way information is used and processed.

We are registered under the Data Protection Act 1998 with the Information Commissioner's Office in the UK. Our registration number is Z8245935.

We also comply with the General Data Protection Regulation (GDPR) which will apply from 25th May, 2018.

## **COOKIES POLICY**

ACIS Underwriting Agencies Limited uses cookies on [www.aciscargo.com](http://www.aciscargo.com) and [www.acisunderwritingagencies.com](http://www.acisunderwritingagencies.com) By using the Service, you consent to the use of cookies

Our Cookies Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Service, your choices regarding cookies and further information about cookies.

## **WHAT ARE COOKIES**

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be "persistent" or "session" cookies.

## **HOW ACIS UNDERWRITING AGENCIES LIMITED USES COOKIES**

When you use and access the Service, we may place a number of cookies files in your web browser.

We use cookies for the following purposes: to enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioral advertising.

We use both session and persistent cookies on the Service and we use different types of cookies to run the Service:

- Essential cookies. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.
- Third-party cookies. In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

## **WHAT ARE YOUR CHOICES REGARDING COOKIES**

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

If you would like to know what information we have stored regarding your company, or would like the information we have recorded to be deleted, please write to us with such request at [underwritingteam@acisunderwritingagencies.com](mailto:underwritingteam@acisunderwritingagencies.com)

## **WHERE CAN YOUR FIND MORE INFORMATION ABOUT COOKIES**

You can learn more about cookies and the following third-party websites:

- AllAboutCookies: <http://www.allaboutcookies.org/>
- Network Advertising Initiative: <http://www.networkadvertising.org/>