

UnderwriteMe Comparison Service

Terms and Conditions

UnderwriteMe Limited is incorporated and registered in England and Wales with company number 07912813. Its registered office is at 7th Floor, Tower Bridge House, St Katharine's Way, London, England E1W 1BA ("UMe", "we" or "us").

We are authorised pursuant to the Financial Services and Markets Act 2000 to act as an insurance intermediary in the United Kingdom.

References in these Terms and Conditions to 'you', 'your' and the 'Intermediary' are to the insurance intermediary: (i) authorised and regulated by the Financial Conduct Authority; or (ii) exempt from the requirement for such authorisation in accordance with section 39 Financial Services and Markets Act 2000 as an appointed representative of a person so authorised, in either case whose details have been provided via the online registration form on the Website.

We provide to intermediaries via the website located at URL www.underwriteme.co.uk or such other URL as we may from time to time specify (the 'Website') intermediation services which enable customers of insurance intermediaries to obtain underwritten comparisons of quotes for protection insurance products offered by insurers based upon the answers provided by insurers' underwriting rule sets to UMe's question set and to process the purchase of such products with insurers (the 'UMe Comparison Service').

The UMe Comparison Service is intended for use by insurance intermediaries who have entered into a Terms of Business Agreement with more than one of the insurers who have subscribed to our service (the 'Insurers'). If you do not have any such arrangements with one or more insurers and/or if the Insurers (acting in their absolute discretion) decline to provide quotes to you, you will not be able to use the UMe Comparison Service.

These Terms and Conditions set out the basis upon which you will be able to access the UMe Comparison Service in order to obtain underwritten quotations for your customers from certain agreed insurers and to conclude purchases on behalf of your customers via the UMe Comparison Service. In providing the UMe Comparison Service, UMe has no direct relationship with your customers.

1. Definitions and Interpretation

1.1 The following definitions apply in this Agreement:

"Activation Acceptance" means the Agreed Insurer's acceptance of an Activation Request;

"Activation Request" means an offer, made on behalf of an Intermediary Customer, to the applicable Agreed Insurer to purchase the selected Insurance Product on the basis of a Fully Underwritten Quote provided by the Agreed Insurer to the Intermediary Customer via the UMe Comparison Service;

"Affiliate" means in relation to a Party any subsidiary or holding company (as defined in section 1159 of the Companies

Act 2006) as well as any subsidiary of the Party's holding company;

"Agreed Insurers"	means those Insurers: (i) with whom the Intermediary has an ongoing Terms of Business Agreement in place; (ii) who acknowledge when UMe requests Fully Underwritten Quotes and Indicative Quotes in respect of Intermediary Customers; and (iii) with whom UMe has an ongoing intermediary agreement in place;
"Applicable Law"	means any applicable law or compliance guidelines, including any applicable statute, binding court order, industry code of practice and any guidance, rules or instructions issued by a regulator with jurisdiction over either Party to this Agreement;
"Authorisation"	means the authorisations, approvals and/or memberships of any regulatory body including without limitation the Prudential Regulation Authority and/or the Financial Conduct Authority (and any successor body), or exemptions from the same, as may be necessary for the Intermediary to benefit from its rights and/or perform its obligations under this Agreement;
"Confidential Information"	means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers, agents, third party intermediaries and suppliers of any Party as well as any other information which by its nature and/or manner of disclosure should reasonably be regarded as confidential;
"Data Protection Legislation"	means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Act 1998 (" DPA ") and EC Directive 95/46/EC (the " DP Directive ") (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by a Regulator from time to time;
"Data Subject Request"	means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation;
"Effective Date"	means the date of UMe's confirmation to the Intermediary in writing granting the Intermediary access to the UMe Comparison Service;

"Fully Underwritten Quote"	means the terms upon which an Agreed Insurer is willing to accept an offer from an Intermediary Customer for an Insurance Product without any further underwriting information;
"Indicative Quote"	means indicative terms provided by an Agreed Insurer to an Intermediary Customer via the UMe Comparison Service in respect of which the Agreed Insurer requires further underwriting information before it is able to provide a Fully Underwritten Quote;
"Insurance Products"	means the protection insurance products underwritten by Insurers in respect of which UMe offers comparisons of Fully Underwritten Quotes and Indicative Quotes via the Website from time to time;
"Insurers"	means the insurers from time to time that have agreed with UMe to provide Fully Underwritten Quotes and Indicative Quotes for their protection insurance products through the UMe Comparison Service;
"Intellectual Property Rights"	means all patents, rights to inventions, copyrights and related rights, design rights, trade marks, trade names, goodwill and the right to sue for passing off, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the United Kingdom and all other countries in the world and together with all renewals extensions;
"Intermediary Customer"	means the named policyholder or potential named policyholder of an Insurance Product to whom the Intermediary provides its services as his agent;
"Question Set"	means, in respect of any request for a quotation for an Insurance Product, the underwriting questions asked by UMe as part of the UMe Comparison Service to be answered by the relevant Intermediary Customer only;
"Quotes"	mean Partial Quotes, Indicative Quotes and Fully Underwritten Quotes;
"Referral Acceptance"	means an Agreed Insurer's acceptance of a Referral Request;
"Partial Quote"	means an indication of the terms on which an Agreed Insurer could provide an Insurance Product to an Intermediary Customer, requested before the application process is completed and based on information then available;
"Personal Data"	means personal data relating to an Intermediary Customer, which may be supplied to UMe by the Intermediary or which is otherwise collected, generated, transmitted or processed by either Party pursuant to this Agreement;

"Referral Request"	means a request, made on behalf of an Intermediary Customer, to the applicable Agreed Insurer to provide a Fully Underwritten Quote following an Indicative Quote provided by the Agreed Insurer to the Intermediary Customer via the UMe Comparison Service;
"Regulator"	means the Prudential Regulation Authority, the Financial Conduct Authority, the Office of Fair Trading, the Information Commission and any successor body which regulates all or any part of the business of the Parties;
"Regulator Correspondence"	means any correspondence or communication (whether written or verbal) from a Regulator;
"Terms of Business Agreement"	means the terms of business agreement between the Intermediary and each Agreed Insurer relating to the insurance mediation activities carried out by the Intermediary to enable the purchase of Insurance Products by Intermediary Customers, which shall include terms that allocate contractual and regulatory responsibility between the Intermediary and the Agreed Insurer for the marketing and advertising of the Insurance Products, the provision and display of Insurance Product information to Intermediary Customers, participation in the sale of the Insurance Product, collection of premium, fulfilment of policy documentation and policy administration;
"Transparency Requirements"	means the requirements around ensuring that processing is fair and transparent, as set out in the Data Protection Legislation (including, in particular the first data protection principle and Schedule 2, Part 2, Para 2(3) the DPA;
"Underwriting Information"	means the information relating to Intermediary Customers provided in response to the Question Set.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A reference to "writing" or "written" includes communication by email.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.5 The words 'include', 'including', 'inclusive' and other words of similar meaning used within this Agreement shall, unless otherwise stated, be construed as being followed by the words 'without limitation'.

2. Sign-Up

- 2.1 By completing and submitting the online registration form on the Website, your representative is making an offer to UMe to enter into an agreement under which you may use the Comparison Service on the basis of these Terms and Conditions (the '**Application**'). Following receipt of your registration form, UMe will carry out various due diligence checks to ensure:
- 2.1.1 you have in place all necessary Authorisations;
 - 2.1.2 the person who has submitted the form can reasonably be expected to be able to bind the Intermediary;
 - 2.1.3 there is not an existing relationship between the Intermediary or another member of your group and UMe.
- 2.2 Following the checks listed above, UMe will (acting at its absolute discretion) reject or accept your Application and confirm its decision to you in writing. If we confirm your application has been accepted, a binding agreement on the basis of these Terms and Conditions will be formed between UMe and the Intermediary upon transmission of such confirmation (the '**Agreement**').
- 2.3 Notwithstanding any checks we may carry out under Clause 2.1, you acknowledge and agree that UMe enters into the Agreement with you in reliance on the information submitted in the Application. You warrant and represent all information in your Application is accurate.
- 2.4 These Terms and Conditions may be amended from time to time by us with immediate effect. If we amend our Terms and Conditions, the Agreement will automatically be updated to reflect such amendments. We will send a notification to you via email if we update these Terms and Conditions. You are responsible for ensuring the email address included in your Application is accurate (and notifying us in writing of any change to this address) and for checking the updated version of these Terms and Conditions upon receiving a notification from us. By continuing to use the Comparison Service following an update to these Terms and Conditions, you will be deemed to have accepted the updated Terms and Conditions.
- 2.5 If we confirm your Application is accepted under Clause 2.2, we will issue you with a username and password to enable you to use the Comparison Service (your 'Login Details'). You are responsible for ensuring the Login Details remain confidential. Only you are entitled to use your Login Details.
- 2.6 If you wish for others to use the Comparison Service, you must request separate Login Details for each individual by emailing us at support@underwriteme.co.uk, specifying the name and email address of each individual. Each individual with Login Details (each an "Authorised User") must confirm they will comply with these Terms and Conditions before they will be able to access the Comparison Service.
- 2.7 Notwithstanding the provisions of Clause 2.6, you acknowledge, accept and agree the Intermediary is and shall remain liable for each Authorised User's use of the Comparison Service and the Website as well as their compliance with these Terms and Conditions.
- 2.8 You must notify us immediately upon becoming aware of any actual or potential loss, theft or disclosure of your Login Details or those of any Authorised User by emailing support@underwriteme.co.uk.

3. The Website and Question Set

- 3.1 Subject to these Terms and Conditions and the terms of use of the Website (the 'Terms of Use'), the Website enables the Intermediary, as agent of the Intermediary Customers to obtain Quotes for Insurance Products based upon the accurate relaying and collection of Intermediary Customer's answers to the Question Set and process the purchase of such Insurance Products with Agreed Insurers.
- 3.2 The Question Set shall be as produced by the Website and UMe shall be entitled to make changes to the Question Set at any time, including the inclusion of additional questions.
- 3.3 UMe may withdraw, limit or suspend your access to the Website or the Comparison Service immediately upon notice in writing to you. UMe shall be entitled to alter, modify or upgrade the Website or access to it in any way (either itself or using any body or person engaged for the purpose) and/or to develop or acquire from time to time an alternative or replacement website to be used in substitution for or alternatively to the Website (and in the event of such alternative or replacement website going live, it shall be deemed to be the Website for the purposes of this Agreement).
- 3.4 The Intermediary shall maintain and comply with an adequate IT security policy which applies to any systems used by Authorised Users to access the Website and shall provide a copy of such policy to UMe as requested by UMe from time to time.
- 3.5 The Intermediary acknowledges that the Website is a proprietary software application owned by or licensed to UMe. Other than as expressly authorised by the terms of this Agreement, the Intermediary is not authorised to and shall not attempt to access, use, alter, modify or upgrade the Website in any way without UMe's prior written approval or permit the UMe Comparison Service to be used with or to become incorporated in, any other programme or website (without prior written consent) or create derivative works based on it (in whole or in part).
- 3.6 UMe hereby consents to the Intermediary creating and maintaining a hypertext link on the Intermediary's internal systems or intranet for the purpose of directing Authorised Users to the Website.
- 3.7 Subject to your strict compliance with these Terms and Conditions and the Terms of Use, you may use the Website and the UMe Comparison Service:
- 3.7.1 as agent for the Intermediary Customers, to provide a comparison of Quotes for Insurance Products from the Agreed Insurers by fully and accurately requesting and entering Underwriting Information from the Intermediary Customer or such other persons whose lives will be insured under any Insurance Products, onto the Website in accordance with the Question Set;
 - 3.7.2 to transmit Activation Requests to the Agreed Insurers through the Website and communicate Activation Acceptances notified through the Website to the applicable Intermediary Customers; and
 - 3.7.3 to transmit Referral Requests to the Agreed Insurers through the Website and communicate Referral Acceptances notified through the Website to the applicable Intermediary Customers.
- 3.8 In your use of the Website and the UMe Comparison Service you will:
- 3.8.1 procure that all Quotes are provided to Intermediary Customers on the basis that no contract of insurance will exist until the Agreed Insurer has

- accepted the Intermediary Customer's Activation Request by communication of an Activation Acceptance to the Intermediary;
- 3.8.2 collect Underwriting Information directly from: (i) each person who will be insured; and (ii) any other person whose life will be insured under an Insurance Product;
 - 3.8.3 not collect any Underwriting Information from one person acting on behalf of another;
 - 3.8.4 where use of the Comparison Service leads to an Intermediary Customer, make arrangements for the issue of the relevant Insurance Product with the Agreed Insurer;
 - 3.8.5 comply with the Terms of Business Agreement with each Agreed Insurer;
 - 3.8.6 introduce Intermediary Customers to UMe in accordance with these Terms and Conditions and the Terms of Use;
 - 3.8.7 handle complaints made against you in accordance with any Applicable Law; and
 - 3.8.8 maintain adequate systems (including without limitation, software, hardware, and any modifications, upgrades, new releases or replacements) to ensure the proper performance of your obligations under this Agreement and ensure that such systems are free from any code or data designed or adapted to impair or otherwise adversely affect the operation of the Website, including worms, Trojan horses, computer viruses or other similar things.
- 3.9 We do not guarantee that the Website, or any content on it, will always be continuously available or be uninterrupted. UMe may suspend, withdraw or restrict the availability of all or any part of the Website at any time. You acknowledge that the Website and the UMe Comparison Service have not been developed to meet the Intermediary's individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Website and the UMe Comparison Service meet your requirements.
- 3.10 UMe shall take reasonable steps to maintain systems to ensure the proper performance of its obligations under this Agreement, including adequate back-up and disaster contingency facilities and procedures.
- 3.11 This Agreement shall not replace the arrangements between the Intermediary and each Agreed Insurer (as set out in the relevant Terms of Business Agreement). Such Terms of Business Agreement shall be the contractual basis and authority for the Intermediary's right, on behalf of the applicable Agreed Insurer, to:
- 3.11.1 communicate quotations (or other underwriting decisions) for Insurance Products to Intermediary Customers;
 - 3.11.2 enter into Insurance Products; and
 - 3.11.3 collect any premium or issue any insurance documentation in respect of any Insurance Products.

4. Quotes

4.1 Subject to these Terms and Conditions, UMe shall:

- 4.1.1 provide to the Intermediary, via the Website, comparisons of Quotes for Insurance Products on behalf of Agreed Insurers only in response to Underwriting Information provided to UMe in accordance with Clause 3.7.1;
- 4.1.2 procure (to the extent that it is reasonably able) that Agreed Insurers honour Fully Underwritten Quotes for Insurance Products provided in accordance with this Agreement and do not withdraw or amend a Fully Underwritten Quote for an Insurance Product provided in accordance with this Agreement unless:
 - (a) the Intermediary Customer subsequently changes the Underwriting Information and such changes result in the Intermediary Customer being declined or the premium or benefits being amended; or
 - (b) the Fully Underwritten Quote expires;
- 4.1.3 process Activation Requests and Referral Requests through the Website and communicate Activation Acceptances and Referral Acceptances to the Intermediary through the Website; and
- 4.1.4 handle Complaints made against it in accordance with any Applicable Law relevant to UMe.

5. Remuneration

5.1 Neither Party shall be entitled to any remuneration from the other in respect of the performance of their obligations under this Agreement. Each Party agrees to comply with its obligations under this Agreement in consideration of the other Party entering into this Agreement, from which each Party stands to receive remuneration from the Agreed Insurers in connection with the sale of Insurance Products following quotations provided pursuant to this Agreement.

6. Data

- 6.1 For the duration of this Agreement and for five years after termination of this Agreement, UMe and its Affiliates shall be entitled to use any data (including Personal Data) submitted or inputted via the Website for the following purposes:
- 6.1.1 carrying out general research and statistical analysis in connection with the insurance and reinsurance market;
 - 6.1.2 producing management information and other reports for the benefit of its clients and Affiliates; and
 - 6.1.3 assessing the operation and performance of the Website and the Comparison Service.

7. Term and termination

- 7.1 UMe may terminate this Agreement or permanently suspend your access to the UMe Comparison Service with or without cause at any time.
- 7.2 You may terminate this Agreement by giving UMe no less than 90 days' written notice. Such notice should be sent to support@underwriteme.co.uk or such other contact details as UMe may notify to you from time to time.
- 7.3 Termination in accordance with this Clause 0 shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 7.4 On termination of this Agreement for any reason, all rights granted to you under this Agreement shall cease. You shall (and shall ensure that your employees, agents and sub-contractors shall) immediately cease using the UMe Comparison Service and all activities authorised by this Agreement and return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to UMe.
- 7.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including, Clauses 1, 0, 8, 10, 12, 13, 14, and 15.10 shall remain in full force and effect.

8. Audit

- 8.1 UMe (and/or its third party professional advisers or agents) shall be entitled on reasonable notice to undertake an audit of the Intermediary in connection with the Intermediary's compliance with its obligations under this Agreement. The Intermediary shall co-operate fully with any such audit and shall provide such information, materials and access to premises, systems and members of staff as UMe may reasonably require.
- 8.2 Any audit undertaken by or on behalf of UMe shall be carried out at UMe's cost unless the audit reveals you have not complied with these Terms and Conditions, in which case you shall reimburse UMe for its reasonable costs of the audit. If UMe identifies you have not complied with these Terms and Conditions, you will immediately take all necessary steps to remedy this non-compliance and provide any evidence UMe may reasonably require to demonstrate this remedy.

9. Regulatory Responsibilities

- 9.1 Each Party shall comply with Applicable Law. You warrant and represent you have secured and will maintain throughout the term of this Agreement any and all necessary Authorisations to enable you to legally use the Comparison Service. You will notify UMe immediately if any such Authorisation is terminated, suspended or made subject to conditions which would make your use of the UMe Comparison Service cease to comply with Applicable Law.
- 9.2 Each Party shall co-operate with the other Party and assist the other Party in any of the other Party's dealings with the Regulators, any other regulatory or taxation authority which are relevant to the arrangements comprised in this Agreement.
- 9.3 You acknowledge, accept and agree that UMe's responsibilities under Applicable Law in relation to the UMe Comparison Services are limited to the accurate provision of Quotes provided by the Agreed Insurer to the Intermediary to facilitate the arrangement of an Insurance Product. UMe shall not be responsible for any other activities carried out in connection with the UMe Comparison Service, including the

marketing or sale of Insurance Products, the provision of information, Quotes and advice to Intermediary Customers or the administration of any Insurance Product.

- 9.4 The Intermediary shall ensure that each Authorised User communicates and receives responses from each Intermediary Customer in respect of all disclosures and declarations as required by Applicable Law or as indicated by UMe on the Website. You acknowledge, accept and agree that you and your Authorised Users bear the sole responsibility under the DPA for providing adequate fair processing notices and obtaining adequate consent to the processing of the Personal Data of each Intermediary Customer as permitted under the terms of this Agreement.

10. Confidentiality

- 10.1 Subject to the terms of this Clause 10 each Party undertakes to hold any Confidential Information it receives from the other Party in confidence and not disclose such Confidential Information to any third party who is not an Affiliate or use any such Confidential Information for any purpose other than the exercise of its rights and/or performance of its obligations under this Agreement.
- 10.2 The obligations in Clause 10.1 shall not apply in relation to information which:
- 10.2.1 is or becomes public knowledge other than as a result of a breach of this Clause 10;
 - 10.2.2 is in the possession of the receiving party or its Affiliates without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - 10.2.3 is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure;
 - 10.2.4 is independently developed by the receiving party or its Affiliates, which independent development can be shown by written evidence; or
 - 10.2.5 must be disclosed by the disclosing party in the discharge of its obligations to supply information pursuant to a court order (being a court of competent jurisdiction), for regulatory, parliamentary, governmental, or judicial purpose, or which it is required to disclose by any government agency or regulatory body lawfully.
- 10.3 The receiving party acknowledges that any Confidential Information obtained from, or relating to, the disclosing party, its Affiliates or its respective employees or agents or those of its Affiliates by the receiving party in the course of negotiating for, or in the performance of, this Agreement (or by any person employed or engaged by the receiving party in connection with this Agreement in the course of such employment or engagement) is and shall remain the property of the disclosing party.
- 10.4 Each Party shall procure that its Affiliates, employees, agents and subcontractors (or those of its Affiliates) to whom Confidential Information is disclosed, comply with the confidentiality obligations contained in this Agreement and shall be responsible to the disclosing party for any breach of these confidentiality obligations by such persons.

11. Announcements

- 11.1 Subject to the provisions of Clause 10, you shall not make public or disclose to any third party the existence of an Agreement between you and UMe or the details of your relationship with us without UMe's prior written consent.

12. Limitation of Liability

- 12.1 Nothing in this Clause 12 shall exclude or limit either Party's liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation, breach of section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded under Applicable Law.
- 12.2 Nothing in this Clause **Error! Reference source not found.** shall limit or exclude UMe's liability for any:
- 12.2.1 breach of Clause 14 or Clause 13.2;
 - 12.2.2 failure to have in place the necessary authorisations from the Financial Conduct Authority to provide the Comparison Service; or
 - 12.2.3 failure to comply with the Financial Services and Markets Act 2000.
- 12.3 Nothing in this Clause 12 shall limit or exclude the Intermediary's liability for any breach of Clauses 3.4, 3.5, 3.8.7, 3.8.8, 9, 10, **Error! Reference source not found.**, 13, or 14.
- 12.4 Subject to Clause 12.1 and 12.2, UMe and its Affiliates shall not be liable for any claims, losses and/or associated costs arising out of or in connection with:
- 12.4.1 liability to insurers and/or the inability to recover a share of the claims due to defective quote and underwriting decisions;
 - 12.4.2 liability to Intermediary Customers including in connection with the inability to recover claims;
 - 12.4.3 inaccurate quotes being provided by an Agreed Insurer to UMe;
 - 12.4.4 questions being asked that do not form part of the Question Set or a failure to obtain accurate Underwriting Information from the specified Intermediary Customer in accordance with the Question Set;
 - 12.4.5 liability relating to sales of Insurance Products including as a result of any mis-sale;
 - 12.4.6 breach of the treating customers fairly requirements of the Financial Conduct Authority (and its successors);
 - 12.4.7 breach of any obligation to meet the Transparency Requirements and/or obtain consent from an Intermediary Customer (as applicable) to the processing of their Personal Data as permitted by this Agreement;
 - 12.4.8 any loss of revenues or profits, loss of anticipated savings, loss of business or business opportunity, depletion of goodwill, loss or corruption of data or information or pure economic loss; or
 - 12.4.9 special, indirect or consequential loss or damage.

provided that this Clause 12.4 shall not prevent claims for loss of or damage to the Intermediary's tangible property that fall within the terms of Clause 12.5 or any other claims for direct financial loss that are not excluded by any of Clauses 12.4.1 to 12.4.9 inclusive.

- 12.5 Subject to Clauses 12.1 to 12.3, each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise arising in connection with this Agreement or any collateral contract, shall be limited to £10 times the number of policies completed using the Comparison Service in the preceding year or £5,000, whichever is the higher.

13. Intellectual property rights

- 13.1 The Intermediary acknowledges that all Intellectual Property Rights in the Website, the Question Set and the Comparison Service are owned by or licensed to UMe. Save for the rights and licences granted under this Agreement, the Intermediary shall have no right to exploit such Intellectual Property Rights.
- 13.2 Subject to Clause 13.3, UMe warrants it has the necessary rights and permissions to make the Website and the Comparison Service available to the Intermediary for use strictly in accordance with the terms of this Agreement.
- 13.3 The warranty in Clause 13.2 shall not extend to Open-Source Software (as defined by the Open Source Initiative (<http://opensource.org>)) incorporated into the Website.

14. Personal Data

- 14.1 You confirm all Intermediary Customers have provided valid consent for their Personal Data to be shared with and processed by UMe. As a result, UMe shall be entitled to process Personal Data, including sensitive personal data relating to Intermediary Customers for the purposes of compiling and exploiting reports relevant to its Affiliates, Agreed Insurers and other intermediaries using Personal Data in an anonymised form. Such reports may (without limitation) be for the purposes of measuring sales and business performance, analysing underwriting flows and customer paths, validating underwriting rules, statistical analysis, research, profiling and providing report writing tools.
- 14.2 Each Party acknowledges it will be a controller in relation to Intermediary Customers' Personal Data and warrants and undertakes to comply with the Data Protection Legislation and other Applicable Law.
- 14.3 You acknowledge, accept and agree that you and UnderwriteMe will each be a data controller in each party's respective processing of Personal Data relating to Intermediary Customers. Each Party warrants and represents it is registered with the Information Commissioner's Office as a data controller and will comply with its obligations under Data Protection Laws when processing such Personal Data.
- 14.4 The Intermediary further warrants and undertakes that it shall ensure that:
- 14.4.1 any Personal Data provided by or on behalf of the Intermediary under the Agreement is at all times processed lawfully and is not subject to any prohibition or restriction which would prevent or restrict the Intermediary from disclosing or transferring the Personal Data to UMe as required under this Agreement or prevent or restrict UMe from processing the Personal Data, as envisaged under this Agreement;

- 14.4.2 all fair processing notices have been given to (and/or, as applicable, consents obtained from) the Intermediary Customers in accordance with the Transparency Requirements and are sufficient in scope to enable UMe to process such Personal Data as permitted or required under this Agreement in accordance with the Data Protection Legislation; and
- 14.4.3 the Personal Data that is disclosed or transferred to UMe is accurate and up-to-date, as well as adequate, relevant and not excessive for the purposes for which UMe wishes to process such Personal Data.
- 14.5 Each Party shall notify the other as soon as is reasonably practicable following its receipt of any Data Subject Request or Regulator Correspondence, which relates directly or indirectly to the processing of the Personal Data under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request or Regulator Correspondence and reasonable details of circumstances giving rise to it. In addition to providing the notice referred to in this Clause 14.5, each Party shall provide the other Party with all reasonable co-operation and assistance required by it in relation to any such Data Subject Request or Regulator Correspondence.
- 14.6 The Intermediary will indemnify on demand, keep indemnified and hold harmless UMe from and against any and all claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) which UMe may suffer or incur or pays arising out of, or in connection with, any breach of this Clause 14.
15. **General**
- 15.1 Any delay in enforcing any right under this Agreement shall not constitute a waiver of that or any other right.
- 15.2 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 15.3 This Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter.
- 15.4 Subject to Clause 2.3, each Party acknowledges that, in entering into this Agreement it does not rely on any statement, representation, assurance or warranty which is not set out in this Agreement.
- 15.5 You will not delegate, transfer or otherwise dispose of any of its rights, liabilities and/or obligations under this Agreement to any third party or Affiliate without the prior written consent of UMe.
- 15.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 15.7 This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 15.8 We may serve any notice relating to this Agreement on you by emailing the email address included in your Application. If you wish to update this email address, you should notify us of your updated email address by emailing us at support@underwriteme.co.uk, including the subject 'updated contact details' in the subject of your email. You may serve notice on UMe by emailing us at support@underwriteme.co.uk. Notice provided by UMe to the Intermediary shall be deemed to be served upon transmission. Notice provided by the Intermediary to UMe shall be deemed to be served upon the provision of an email acknowledgement of receipt.
- 15.9 Each Party shall, and shall procure that its employees, agents and subcontractors shall comply with all Applicable Law and sanctions relating to anti-bribery and anti-corruption.
- 15.10 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England. You agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.