

OPAL TERMS OF USE

You, the broker or coverholder (as applicable), shall not, and shall not allow Your personnel, to access or use the Platform (as defined below) until You or they (as applicable) have read and accepted these Terms of Use (as defined below) on Your behalf. You warrant that all such personnel are authorised to accept these Terms of Use on Your behalf.

By You or Your personnel ticking the acceptance box at the end of, or otherwise identified in relation to, these Terms of Use or by You or Your personnel accessing or using the Platform, You or they (as applicable) will be deemed to have accepted these Terms of Use on Your behalf. On acceptance of these Terms of Use by You or Your personnel, an agreement is formed between You and AEGIS (as defined below), which governs Your, and Your personnel's, use of the Platform. These Terms of Use incorporate all of the terms and conditions set out here to the exclusion of any and all other terms and conditions that You may purport to apply.

1. Introduction

- 1.1 AEGIS Managing Agency Limited (company number: 03413859, registered address: 25 Fenchurch Avenue, London, England, EC3M 5AD) (**AEGIS**), together with other members of its group and affiliates (**We, Us** or **Our**) owns and/or controls this website and the Opal Underwriting Platform hosted on the website (together, the **Platform**).
- 1.2 By you or your personnel accessing the Platform, you confirm that you are a broker or a coverholder (as applicable), who has been granted by us with the requisite authority to use the Platform and the services it provides to you (**You** or **Your**).
- 1.3 These terms of use solely govern Your (and Your personnel's) use of the Platform (the **Terms of Use**). The existing relationship between You and Us, other than in relation to the use of the Platform, continues to be governed by the applicable Insurance Terms (as defined below) and nothing in these Terms of Use seeks to amend or affect those Insurance Terms.

2. Regulatory information

- 2.1 AEGIS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority FRN 204967, to manage the underwriting capacity of a Lloyd's syndicate as a managing agent at Lloyd's pursuant to section 57 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- 2.2 AEGIS is the managing agent (as such expression is defined in the Lloyd's Definitions Byelaw (No.7 of 2005 as amended from time to time (the **Definitions Byelaw**)) of Syndicate 1225 and is subject to the supervision of the Society of Lloyd's.
- 2.3 **Lloyd's** means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's and where the context requires shall include the Council (as that expression is defined in the Definitions Byelaw) or any person or delegate through whom that body may from time to time act.

3. Acceptance of Terms of Use and changes to the Terms of Use

- 3.1 Access and use of this Platform is conditional upon receipt of the necessary user name, password and other login information (together, the **Login Details**) We provide to You. We may grant or restrict the Login Details in Our absolute discretion and restrict Your access to all or any part of the Platform.
- 3.2 Your or Your personnel's accessing or use of any part of this Platform constitutes Your agreement to abide by these Terms of Use in full. If You do not accept these Terms of Use, please exit this Platform immediately.
- 3.3 We reserve the right, in Our sole discretion, to modify, alter, or otherwise update these Terms of Use at any time without notice, and You agree to be bound by such modifications, alterations, or updates. We shall make reasonable efforts to notify

You of material change to the Terms of Use at or after the time of any such material change, however, You are advised to review these Terms of Use on a periodic basis.

3.4 We are not responsible for any costs that You may incur in obtaining equipment or services to access this Platform.

4. Other applicable terms

4.1 In addition to the Terms of Use, the following terms (together, the **Insurance Terms**) will apply to Your (and Your personnel's) use of the Platform and any business conducted using the Platform, as applicable;

4.2 Where You are a broker, the relevant terms of business agreement (TOBA) and (where applicable) any relevant Lineslip agreement between You and Us (or applicable agreement which records the terms and conditions on which business will be conducted between You and Us); and

4.3 Where You are a coverholder, the relevant binding authority underwriting agreement between You and Us (or applicable agreement which records the general terms and conditions on which business will be conducted between You and Us)

5. Privacy

5.1 Our Privacy Policy, which can be found at <http://opalunderwriting.com/#/privacy> sets out the terms on which We process any personal data We collect from You (and/or Your personnel) or that You provide to Us or that we obtain from third parties about You in the course of Your (and/or Your personnel's) use of the Platform.

6. Binding of policies on the Platform

Unless You are Our appointed Coverholder and, if so, subject to Your authority under Our binding authority agreement with You:

6.1 You acknowledge that You have no authority to amend or vary any quote provided by Us via the Platform, alter any document or policy, make any financial promotion on Our behalf and/or commit Us in any way.

6.2 In accordance with the Insurance Terms (as applicable) entered into between You and Us, You acknowledge that You act on behalf of the policyholder or prospective policyholder at all times, and the underwriting decisions in respect of the policies offered under the Platform are at all times taken by Us.

6.3 You acknowledge that the binding of a policy on behalf of Your client and formation of the insurance contract between the policyholder and Us will occur on Your acceptance, on behalf of the policyholder, Your client, of the quote via the Platform, which will be indicated by a tick box and the following message: "Ticking this box shall confirm that you have accepted the quote on behalf of your client, and such acceptance will bind the insured to the policy. You undertake to Us that you will only accept a quote via the Platform on the instructions of your client to bind the Policy.

You acknowledge that once the policy has been accepted by you on the Platform the policy will be bound.”

6.4 Without prejudice, and in addition, to duties owed to us by the policyholder or insured, You undertake to Us that:

- (a) for each policyholder, insured or prospective policyholder or insured You will undertake a full and thorough investigation of the risk proposed and will disclose to Us all material facts that are in your knowledge surrounding the risk; and
- (b) to the best of Your knowledge and belief all statements made by You to Us on behalf of Your client are full, true and accurate and make a fair presentation of the risk to Us.

6.5 You acknowledge that You are deemed to know every fact that is known by, or ought to be known by or communicated to You by the policyholder, insured or prospective policyholder or insured in the ordinary course of business.

7. Permitted uses

7.1 You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

7.2 You may use the Platform only for lawful purposes, pursuant to the Insurance Terms and subject to the purposes and limitations therein. You may not use Our Platform:

- (a) in any way that breaches these Terms of Use, any applicable local, national or international law or regulation;
- (b) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms;
- (c) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (d) to impersonate another person or create a false or misleading identity for the purpose of misleading others as to Your identity, or to collect information about other users;
- (e) in any way that interferes with another user's use and enjoyment of the Platform; or
- (f) in any other manner that could damage, disable, overburden or impair the Platform.

7.3 When using the Platform, You must comply with all applicable local, national and international laws and regulations.

8. Your Account, Password, and Security

8.1 You must treat any Login Details or any other information you receive as part of our security procedure and/or the log in process as confidential.

8.2 You must not disclose this to any third party at any time and You must maintain its confidentiality.

8.3 We have the right to change or disable Your user name or password at any time in accordance with clause 3.1.

8.4 You are responsible for any activity in Your account, including any breach of confidentiality, that may result from Your password being obtained by a third party through a breach of your obligations under this Agreement. You agree to:

- (a) notify Us immediately of any unauthorised use of Your password or account or any other breach of security of which You become aware;
- (b) use reasonable security precautions with Your own computer, including, but not limited to, not recording Your password where it may be discovered by others, and;
- (c) exit completely from Your account at the end of each session.

8.5 You will be liable for any reasonable loss or damage arising from your failure to comply with this section 8.

9. Proprietary Rights

9.1 You acknowledge and agree that this Platform, the material published on it, the services provided on it and any necessary software used to provide such services contain proprietary and confidential information that is protected by intellectual property and other laws.

9.2 Those rights are owned or licensed by Us, and all such rights are reserved. You further acknowledge and agree that this Platform, and the material and content presented to you through the Platform are protected by copyrights, trademarks, service marks, patents or other intellectual proprietary rights and laws. You will not obtain any right, title or interest in any such intellectual property rights or the Platform or any material thereon.

9.3 You agree that you will not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platform.

9.4 Reproduction of part or all of the contents of the Platform in any form is prohibited other than for personal use or internal business use only and may not be reproduced or shared with a third party. All copyright, trademark or other notices in the original material must be retained. The Platform may not be modified, disassembled, decompiled or reverse engineered in any way for any commercial purpose.

9.5 Reproduction for personal and internal business use does not permit incorporation of material or any part of it in any other website, electronic retrieval system, publication or any other work (whether hard copy, electronic or otherwise).

9.6 If You print off, copy or download any part of the Platform or its contents in breach of these Terms of Use, Your right to use the Platform will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

10. Disclaimers and limitations of liability with respect to use of the Platform

10.1 You expressly understand and agree that We do not make any representations, warranties or guarantees as to the accuracy, reliability, completeness, or timeliness of the information provided through or on the Platform. You are responsible for checking the accuracy and completeness of any information on, provided through, or obtained by You or Your personnel from or via the Platform, including without limitation, the quote and policy.

10.2 You further expressly understand and agree that:

- (a) Your use of the Platform is at your sole risk. The Platform is provided on an "as is" and "as available" basis and is not intended to amount to advice on which reliance should be placed. We expressly disclaim all warranties of any kind whether express or implied.
- (b) We make no warranty that (i) the Platform will meet Your requirements, (ii) the Platform will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Platform will be accurate or reliable, (iv) the quality of the services, information, or other material obtained by You through the Platform will meet your expectations or (v) any errors in the Platform will be corrected. However, we will use reasonable endeavours to correct any defects in the Platform that are brought to our attention within a reasonable time.
- (c) You expressly understand and agree that in order for the Platform to perform to Your satisfaction, or at all, You are solely responsible for the appropriate hardware, software or other technology required to access the service. You are also responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output. We will not be responsible for any service difficulties resulting from Your failure to possess technology adequate to use the service to your satisfaction.
- (d) It may be illegal to access or use the Platform in certain countries and We disclaim all responsibility if you breach any law or regulation of the country in which you reside in so accessing and using the Platform.

10.3 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.4 Subject to clause 10.3, We exclude all liability to You for any losses or damages arising out of or in connection with:

- (a) the unavailability or inaccessibility of the Platform;
- (b) any interruption, delay or failure of the Platform or any connected and related systems, components, interfaces, equipment, documentation, materials and technology provided by Us;
- (c) any third party or Our systems, networks and infrastructure which are used in connection with the Platform;
- (d) any incorrect, inaccurate, corrupt, undelivered or misdirected quote;
- (e) any incorrect, inaccurate, or corrupt data delivered to the Platform by You, Your personnel, Us or any third party for the purposes of providing the quote; or

- (f) any distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Platform or to Your downloading of any material posted on it, or on any website linked to it.

10.5 Subject to clause 10.3, and without any prejudice to any rights or remedies You may have under the Insurance Terms (as applicable), We shall not be liable to You (or any person claiming under or through You) whether in contract, in tort (including negligence), under statute, or otherwise under or in connection with these Terms of Use in relation to the use of the Platform for any:

- (a) loss of profit or revenue;
- (b) loss of anticipated savings;
- (c) loss of data;
- (d) loss of goodwill;
- (e) loss of opportunity or business;
- (f) business interruption; or
- (g) indirect or consequential losses of whatever nature including any losses of a type described in (a) – (f) above which could be regarded as indirect or consequential, in each case whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen or actually contemplated by You or Us at the time these Terms of Use are entered into.

10.6 Subject to clauses 10.3 to 10.5 above, neither We nor Our officers, directors, agents or employees shall be liable to You for any loss or damage of any nature arising out of or in connection with Your use of the Platform, where such loss or damage is not caused by Our deliberate default.

10.7 Subject to clauses 10.3 to 10.6 above if We are found to be liable to You in contract, in tort (including negligence), under statute or otherwise, Our total liability in respect of all claims arising during each year of these Terms of Use in relation to the use of the Platform (as determined at the date when the liability arose) shall, subject to the Insurance Terms, be limited to GBP 100,000.

10.8 The limit of liability specified in clause 10.7 is an aggregate limit for all members of Our group so that the losses recoverable from Our whole group cannot exceed this limit.

10.9 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or the Terms of Use must be filed within one (1) year after such claim or cause of action arose.

10.10 You agree that the limitations and exclusions of liability contained in this section are considered by You to be reasonable in all the circumstances.

11. Indemnity

11.1 You agree to indemnify Us for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Platform, the violation of these Terms of Use by you, or the infringement by You, or any other user of Your account, of any intellectual property rights or other right of any person or entity except to the extent caused by Our negligence or Our wrongful act or omission.

12. General Practices Regarding Use and Storage

- 12.1 You acknowledge that We may establish general practices and limits concerning the use of the Platform, including limiting the maximum disk space that will be allotted on Our servers on Your behalf; limiting what you may access on the Platform; and limiting the maximum number of times (and the maximum duration for which) You may access the Platform in a given period of time.
- 12.2 We have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Platform.
- 12.3 We reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that We reserve the right to change these general practices and limits at any time without notice.

13. Modifications to the Platform

- 13.1 We reserve the right to suspend, modify or discontinue the Platform temporarily or permanently, at any time without notice.
- 13.2 We are not liable to You or to any third party for modifying, suspending or discontinuing the Platform or any part of it. Any of the material on the Platform may be modified or corrected at any time, but We are under no obligation to consistently maintain updates of such material.

14. Termination

- 14.1 We may terminate your password, account or use of any part of the Platform, and remove and discard any content, for any reason. This may occur at any time without prior notice. Further, We shall not be liable to You or any third party for any termination of Your access to the Platform.

15. Links

- 15.1 The Platform may contain links to other websites or resources. You acknowledge that We have no control over these sites and We are not responsible for their operation, availability, content, advertising, products, or other materials on or available from them, or any loss or damage that may arise from Your use of them.
- 15.2 You may link to our Platform's landing page, provided you do so in a way that is fair and legal and, in Our opinion, does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by You. Our Platform must not be framed on any other site, nor may you create a link to any part of our Platform other than the landing page. We reserve the right to withdraw linking permission without notice.

16. Remedies for Breach of the Terms of Use

16.1 In the event that We determine that you have breached any portion of the Terms of Use, or have otherwise demonstrated conduct inappropriate for use of the Platform, We may (in our sole discretion):

- (a) warn You via e-mail that you have violated these Terms of Use;
- (b) delete and remove any offensive or unlawful content provided by You or Your agents;
- (c) discontinue Your use of the Platform;
- (d) notify or send content to and fully cooperate with the proper law enforcement authorities for further action; and/or
- (e) make any other lawful action that We deem to be appropriate. We are not obligated to take any of the above actions, nor are We obligated to take actions in any particular order.

17. Inconsistency between terms

17.1 If there is an inconsistency between any of the provisions of these Terms of Use and the provisions of the Insurance Terms and to the extent that the inconsistency relates to the use of the Platform, these Terms of Use shall prevail (unless stated otherwise). In all other cases, the provisions of the Insurance Terms shall prevail (unless stated otherwise).

18. General Information

18.1 The Terms of Use govern your use of the Platform and supersede any prior agreements between you and Us regarding the use of the Platform. You will be subject to additional terms and conditions that are contained in you relevant Insurance Terms.

18.2 These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England.

18.3 Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use shall remain in full force and effect.