

## Terms and conditions of use

### 1. Introduction

- 1.1 These terms and conditions govern your use of our website/s.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any data, material or information to our website, or use any of our website services, you accept these terms and conditions in full. We may ask you to expressly agree to these terms and conditions.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.
- 1.5 By using our website, you accept our terms and conditions of service in full; accordingly, if you disagree with these terms and conditions of service or any part of these terms and conditions of service, you must not use our services.

### 2. Copyright notice

- 2.1 Copyright (c) 1998 - 2014 First Point Insurance Management.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 3. Licence to use website

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) download literature that is made available for download;
  - (d) print pages from our website;
  - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material or literature on our website.
- 3.4 Unless you own or control the relevant rights in the material or literature, you must not:
  - (a) republish material or literature from our website (including republication on another website);
  - (b) sell, rent or sub-license material or literature from our website;
  - (c) show any material or literature from our website in public;
  - (d) exploit material or literature from our website for a commercial purpose; or
  - (e) redistribute material or literature from our website.

3.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Use of information**

5.1 Our website includes enquiry forms to collect information from you to provide insurance products and services.

5.2 By using our website you consent to our use of, and the security of, your personal information in accordance with our privacy and cookies policy.

5.3 The provisions of this Section 5 are subject to Section 9.1.

#### **6. Registration and accounts**

6.1 To register for an account or service on or through our website under this Section 6, you must be at least 17 years of age and resident in the United Kingdom.

6.2 You may register for an account or service on or through our website by completing and submitting the enquiry form/s (referred to in Section 5).

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

#### **7. User IDs and passwords**

7.1 If you register for an account or service on or through our website, you will be asked to provide a user ID (in the form of an e-mail address) and password.

7.2 You must keep your password confidential.

7.3 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.4 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

#### **8. Limited warranties**

- 8.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
  - (b) that the material on the website is up to date; or
  - (c) that the website or any service on the website will remain available.
- 8.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 8.3 To the maximum extent permitted by applicable law and subject to Section 9.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **9. Limitations and exclusions of liability**

- 9.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
  - (c) limit any liabilities in any way that is not permitted under applicable law; or
  - (d) exclude any liabilities that may not be excluded under applicable law.
- 9.2 The limitations and exclusions of liability set out in this Section 9 and elsewhere in these terms and conditions:
- (a) are subject to Section 9; and
  - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 9.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 9.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 9.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **10. Indemnity**

- 10.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of:

- (a) any breach by you of any provision of these terms and conditions; or
- (b) your use of our website.

## **11. Breaches of these terms and conditions**

11.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

11.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **12. Third party websites**

12.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

12.2 We have no control over third party websites and their contents, and subject to Section 9.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **13. Trade marks**

13.1 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## **14. Variation**

14.1 We may revise these terms and conditions from time to time.

14.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions.

## **15. Assignment**

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **16. Severability**

16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**17. Third party rights**

- 17.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

**18. Entire agreement**

- 18.1 Subject to Section 9.1, these terms and conditions, together with our terms and conditions of service and our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

**19. Law and jurisdiction**

- 19.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

**20. Statutory and regulatory disclosures**

- 20.1 We are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310158. You can find the online version of the register at <http://www.fca.org.uk/register>.
- 20.2 Advice and service for financial products is provided by Your Sure Financial Services Limited, authorised and regulated by the Financial Conduct Authority. We are an introducer to YourSure Financial Services Limited.

**21. Our details**

- 21.1 This website is owned and operated by First Point Insurance Management Limited.
- 21.2 We are registered in England under registration number 3521771, and our registered office is at Lakeview House, 4 Lake Meadows Office Park, Woodbrook Crescent, Billericay, Essex CM12 0EQ.
- 21.3 Our principal place of business is at 11-12 Talavera Court, Darnell Way, Moulton Park, Northampton NN3 6RW.
- 21.4 You can contact us by writing to the business address given above, by using our website contact form, or by telephone on 01604 498885.