

## TERMS OF USE

**PLEASE READ THESE TERMS OF USE INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES (WHICH INCLUDES WITHOUT LIMITATION THE COOKIE POLICY AND THE PRIVACY POLICY) REFERENCED HEREIN AND/OR AVAILABLE BY HYPERLINK ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE PLATFORM OFFERED BY POLICYXCHANGE. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE PLATFORM.**

By accessing, browsing and/or using the Platform in any manner, you (the “User” or “You”) confirm you have read, understood and agreed to be bound by the Agreement. If you do not consent to these Terms of Use, please do stop using our Platform.

In addition, when using our Platform, you also shall be subject to any posted terms, guidelines, FAQs, or rules applicable to Platform, which may be posted and modified from time to time.

### **1. DEFINITIONS**

- 1.1 Your access of the Platform shall be deemed to be provided by PolicyXchange.
- 1.2 “**APP**” means the software that PolicyXchange makes available for your installation and use on your Device on the applicable application stores for your Device including without limitation, Apple’s App Store and Google Play Store (“**Application Store**”). The availability of the APP is dependent on Application Store. You must agree to the Application Store’s terms and conditions before downloading the APP and your license to use the APP (as granted by PolicyXchange) is conditioned upon your compliance with such terms and conditions. You acknowledge that this Agreement is between you and PolicyXchange and not with the Application Store.
- 1.3 “**Applicable Laws**” means all applicable local, state, national or international law, rule, statute, ordinance, regulation, code, direction, guideline or policy (whether or not having the force of law and including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, sanctions, embargo, anti-money laundering or counter-terrorism) in Singapore and in any country.
- 1.4 “**PolicyXchange**” means PolicyXchange Pte. Ltd. (UEN No. 201827053Z) a company incorporated in the Republic of Singapore and having its registered office at 6 Raffles Boulevard, #03-308, Singapore 039594.
- 1.5 “**PolicyXchange Group**” refers to PolicyXchange and its affiliates, and it and its respective directors, officers, agents and employees collectively.
- 1.6 “**Cookies**” has the same meaning as that under the Cookie Policy.
- 1.7 “**Cookie Policy**” refers to the Site’s cookie policy at <http://files.policyxchange.com/static/PolicyXchange-Cookie-Policy.pdf>

- 1.8 “**Device**” refers to any smart phones, mobile phones, tablets, other equipment, application or web tool capable of being used for the purposes of accessing the internet through an online connection.
- 1.9 “**Insurance Content**” has the same meaning as that defined under section 6.1 below
- 1.10 “**Interactive Policies**” has the same meaning as that defined under section 6.1 below
- 1.11 “**Interactive Services**” has the same meaning as that defined under section 8.1 below.
- 1.12 “**Buyer**” means individuals, companies or businesses or agents of such individuals, companies or businesses that access and utilise the Platform to review, compare, or, buy Insurance Policies offered by a Seller.
- 1.13 “**Seller**” means individuals, companies or businesses or agents of such individuals, companies or businesses that list Insurance Policies for purchase by other Users through the Platform.
- 1.14 “**Platform**” means the Site and APP.
- 1.15 “**Personal Data**” means information or data that can be used to directly or indirectly identify an individual who is a natural person.
- 1.16 “**Privacy Policy**” refers to the Site’s privacy policy at <http://files.policyxchange.com/static/PolicyXchange-Privacy-Policy.pdf>
- 1.17 “**Product**” refers to insurance policies and any other products listed for purchase on the Platform.
- 1.18 “**Registered User ID**” refers to the unique identification assigned to a User upon that User’s registration for a User Account.
- 1.19 “**Service**” refers to such online and/or electronic services and/or Interactive Services provided at or in connection with the Platform.
- 1.20 “**Site**” refers to the <https://www.policyxchange.com/>, including all related domains and sub-domains thereof.
- 1.21 “**Site Content**” has the same meaning as that defined under section 2.4 below.
- 1.22 “**Third Party Content**” means such content defined under section 9.1 below.
- 1.23 “**Third Party Sites**” refers to such websites defined under section 9.1 below.

- 1.24 **“User Account”** refers to an account opened with PolicyXchange through the registration process of the Platform.
- 1.25 **“Users”** refer to anyone who accesses and/or uses the Site whether that person is registered with the Site or otherwise including but not limited to Buyers, Sellers, customers, vendors, merchants, contributors of content, information or other materials or services on the Site. For any terms herein applicable to all users (regardless of the user’s registration status) or business and other entity users specifically, or where the context otherwise requires, Users shall be deemed to include any business or other entity on behalf of which the Site or Services is accessed by any other User.
- 1.26 **“User Content”** has the same meaning as that defined under section 5.1 below
- 1.27 **“We”** and **“Us”**, with its grammatical variations and cognate expressions, refer to legally authorised representatives of PolicyXchange.
- 1.28 **“You”** and **“Your”** with its grammatical variations and cognate expressions, refer to Users and shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Platform, Service and Product.

## **2. AGREEMENT**

- 2.1. You hereby represent and warrant that:
- (a) You have read and agree to these Terms of Use, our Privacy Policy and Cookie Policy;
  - (b) You will use and/or access our Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites only for lawful purposes;
  - (c) No materials of any kind submitted through your User Account or otherwise posted or shared by you through our Platform, Service and/or Interactive Services will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material;
  - (d) You will keep all of the information provided by you to PolicyXchange (including without limitation personal particulars and contact information) up-to-date and all such information is accurate and complete at all times;
  - (e) You are at least of **“Legal Age”** that is, the minimum age required under your jurisdiction to have the necessary legal capacity, right, power and authority to agree to the Agreement, and you are either:

- (i) accessing this Platform, using the Service and/or Product, and contracting in your own personal capacity;
- (ii) accessing this Platform, using the Service and/or Product, and contracting on behalf of a corporate entity;
- (iii) contracting as a parent or guardian of a child or ward who is less than Legal Age and who is accessing the Platform and using the Service and/or Product, in which event you agree as his/her parent/guardian, both in your personal capacity and on behalf of your child/ward, to be bound by the Agreement and to be liable for your child's or ward's acts and omissions while accessing the Platform and/or using the Services and/or Product, and you also agree to ensure that your child or ward observes the Agreement; and/or
- (iv) authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by the Agreement.

2.2. PolicyXchange reserves the right to change, modify, suspend or discontinue the whole or any portion of the Platform, Service and/or Product at any time. PolicyXchange may also impose limits on certain features or restrict your access to part(s) or the entire Platform, Service and/or Product without notice or liability.

2.3. We may from time to time vary or amend the Agreement by posting the amended Agreement on the Site. Any use of the Platform, Service and/or Product after the amendment of the Agreement will be deemed to be an acceptance of the amended Agreement by you. If you do not agree to the amended Agreement, you have the right to close your User Account and/or cease using the Platform, Service and Product. Where new Platform, Service and Product are added, the Agreement will also apply to such new Platform, Service and Product, in addition to any further terms and conditions applicable to the new Platform, Service and Product. Please check the Site from time to time as the changes, variations and corrections to the Agreement are binding on you.

2.4. We may from time to time, without giving any reason or prior notice unless otherwise required to do so under any applicable law, update, change, suspend, discontinue and/or terminate (including, without limitation, any modification, deletion, replacement and corrections) all content on our Platform, Service and/or Product, in whole or any part, including but not limited to designs, text, graphics, photographs, pictures, images, video, software, music, sound and other files, rates, fees, quotes, historical data, charts, statistics, articles, our contact information, any other information, and their

selection and arrangement (the "**Site Content**"). While we will endeavour to keep the rates and fees posted on our Platform current, the rates and fees posted on our Platform may not immediately reflect such changes.

### **3. ACCESSING OUR PLATFORM**

- 3.1. You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of the Agreement and other applicable terms and conditions, and that they comply with them.
- 3.2. Please note that the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission as is inherent in the public nature of the Internet.
- 3.3. Please also note that access to our Platform, Service, Product and your User Account may be limited or unavailable during periods of peak demand or for other reasons.
- 3.4. We do not guarantee that our Platform, Service and/or Product or any content on it, will always be available or be uninterrupted. Access to our Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Platform without notice and/or for any reason. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.

### **4. CONTENT USE CONDITIONS AND ONLINE CONDUCT**

- 4.1. You hereby undertake:
  - (a) To comply with the Agreement and such other notices or guidelines that may be posted on the Site by PolicyXchange from time to time (which are hereby incorporated by reference into this Agreement);
  - (b) To comply with all Applicable Laws and not to use the Platform, any Service and/or Product or Site Content for any unlawful purpose including to violate or circumvent any Applicable Laws;
  - (c) Not to access without authority, modify, adapt, hack into, interfere with, disrupt, disable, over-burden, damage or otherwise impair the proper working or display of the Platform, Service or Product, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, tampering, disassembling, decompiling, reverse engineering, reprogramming, utilising any framing techniques to enclose any content or other proprietary information, or to circumvent, defeat or overcome any encryption technology or security

measures implemented by PolicyXchange with respect to the Platform, Service, Product and/or data transmitted, processed or stored by PolicyXchange;

- (d) Not to post any material and data that contains software viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code or Device code, files or programs designed to interrupt, interfere, adversely affect, intercept, expropriate, destroy or limit the functionality of any computer, Device, software, hardware, telecommunications equipment, data or Content;
- (e) Except where authorised by PolicyXchange, not to use automated scripts, engage in the practices of "screen scraping", "database scraping" or any other activity for the purpose of obtaining content or other information from the Platform, Site Content and Service or for any other purpose;
- (f) Not to solicit passwords, harvest or collect any information, email addresses or other Personal Data of Users from the Platform, Site Content, Service and Product by any automated, electronic or other means (including but not limited to the use of harvesting bots, spiders, robots or scrapers) for the purposes of sending unsolicited emails or other unsolicited communications or attempt to enter into any transactions with Users outside of the Platform, Service, Product, or any commercial or unlawful purposes;
- (g) Not to stalk, harass or otherwise violate the privacy of any person;
- (h) Not to upload, email, post, transmit, procure the sending of, or otherwise make available any surveys, contests, unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- (i) Not to post any content that:
  - i. we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable under any national law or framework such as the Info-communications Media Development Authority of Singapore's Internet Code of Practice;
  - ii. attempts to impersonate any person, falsely state or misrepresent your affiliation with any person (including but not limited to the use of similar

email address, urls, branding, user names, or false account(s) or through any other means, methods or manner);

iii. which may expose other Users, PolicyXchange or the PolicyXchange Group to any harm or liability of any type; and/or

iv. is contrary to the Content Standards set out below;

- (j) Not to post on the Platform any private information of any third party, including without limitation, addresses, phone numbers, email addresses, identity card numbers and credit card numbers;
- (k) Except where authorised by PolicyXchange, not to register for more than one User Account, register for a User Account on behalf of an individual other than yourself, operate a User Account on behalf of or for the benefit of any person who is not eligible to register for or operate a User Account in their own name (unless you are doing so as a parent or guardian of a child or ward who is less than Legal Age), register for a User Account on behalf of any group or entity or assign, or otherwise transfer or sell a User Account;
- (l) To treat as confidential your Registered User ID, your password, your 2FA authentication details or any other piece of information relevant to ensure the security of your User Account as part of our security procedures;
- (m) Not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity, or create a false identity on the Platform or for the Service or Product;
- (n) Not to intimidate, harass or harm another User or party or attempt to do so in any way;
- (o) Not to alter, delete, manipulate, undermine or interfere with the User Content of any other User or any content on the Platform;
- (p) Not to reproduce, duplicate, copy or re-sell any part of our Platform, Site Content (including any User Content), Service or Product in contravention of the Agreement including (but not limited to):
  - (i) any part of our Platform;
  - (ii) any equipment or network on which our Platform is stored;
  - (iii) any software used in the provision of our Platform; or

(iv) any equipment or network or software owned or used by any third party; and

(q) Not to disclose or otherwise use information for any purpose other than for the Service and/or Product and only in the manner permitted by the Agreement.

4.2. By posting User Content to any part of the Platform, you automatically grant, and you represent and warrant that you have the right to grant, PolicyXchange and the PolicyXchange Group an equal share of all intellectual property rights, title and interests (including copyright) in the User Content, in all forms of media and in all countries of the world, to be co-owned as tenants-in-common, with full rights to use, license, exploit and enforce the said intellectual property rights and to assign the above share of co-ownership, and without any obligation for PolicyXchange and the PolicyXchange Group to account to you for any compensation and without any further recourse by you thereof, and you also agree and undertake to execute at the requests of PolicyXchange and the PolicyXchange Group, such other instruments, assurances or documents, as may be required to vest in PolicyXchange and the PolicyXchange Group, or required for PolicyXchange and the PolicyXchange Group to register in any jurisdiction, all the title or rights as referred to herein. For the avoidance of doubt and without derogation from the above, PolicyXchange and the PolicyXchange Group and subcontractors (including its internet content hosting servers and delivery networks) shall have an irrevocable, perpetual, non-exclusive, transferable, fully paid, royalty-free, worldwide license (with the right to sublicense through multiple tiers) to use, copy, adapt, modify, host, store, incorporate, reproduce, communicate, publish, broadcast, podcast, webcast, publicly perform, publicly display, transmit, exploit, modify, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose (including but not limited to on or in connection with the Platform, Service, Product or the operating, improvement, promotion thereof) and in any form and/or media now known or hereinafter created, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing, all of which without any compensation and accounting to you and without any further recourse by you. You may remove your User Content from the Platform at any time. If you choose to remove your User Content, the intellectual property rights, title, interests and license granted above will not cease and/or expire.

4.3. You also grant each User a non-exclusive license to access your User Content through the Platform, Service, Product and to use, reproduce, distribute, display and perform your User Content as permitted through the functionality of the Platform, Service, Product and under the Agreement. By posting User Content through the Platform, Service and Product, you acknowledge that a third party may re-post that User Content without PolicyXchange's authorisation.



- 4.4. You acknowledge and agree that any questions, comments, suggestions, ideas, proposals, feedback or other material or information (including but not limited to any such questions, comments, suggestions, ideas, proposals, feedback or other material or information) ("**Submissions**"), provided by you to PolicyXchange and the PolicyXchange Group are non-confidential and non-proprietary and that PolicyXchange cannot guarantee any anonymity in respect of such Submissions. All such Submissions shall become the sole property of PolicyXchange. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- 4.5. We have the right to disable your User Account, your Registered User ID, password and/or 2FA authentication access, whether chosen by you or allocated by us, at any time, should you fail to comply with any of the provisions of the Agreement.
- 4.6. All Site Content are the copyrighted work of PolicyXchange or its content or software providers, and PolicyXchange reserves and retains all rights in the Site Content. Use of some of the Site Content may be governed by the terms of an accompanying end user license agreement.
- 4.7. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [contactus@policyxchange.com](mailto:contactus@policyxchange.com). You are fully responsible for all Loss resulting from the failure to maintain the user identification code or password confidential and that PolicyXchange will not be liable for any Loss arising out of or in connection to such failure. You agree not to provide your user identification code or password in combination to any party without PolicyXchange's consent. PolicyXchange shall be entitled to rely on, all communications transmitted through the use of your identification code or password and all such communications shall be deemed to be communications made and issued by you. You shall be responsible for all User Content and all online activity on the Platform transmitted or conducted through the use of your identification code or password.

## 5. **CONTENT STANDARDS**

- 5.1. Any and all information (including but not limited to all Insurance Content, personal or business information, ratings, profiles, messages, notes, text, information, music, video, photographs, pictures, images, contact information for you or others, advertisements, Submissions or other content), or any part thereof, which a User contributes, uploads, stores, publishes, provides, displays, submits, transmits to or shares with other Users (hereinafter, "**post**") on or through our Platform, Service, Product and any Interactive Services (collectively the "**User Content**") must comply

with the Agreement, and in particular, the spirit and letter of the standards set out in this section (“**Content Standards**”) and the section 3 above.

5.2. User Content must:

- (a) Be accurate (where they state facts);
- (b) Be genuinely held (where they state opinions);
- (c) Not be false or misleading and host images, information or content that is not part of a Service and/or Product; and
- (d) Comply with all Applicable Laws.

5.3. In addition, User Content must not:

- (a) Contain any material or promote the sales or use of any items, Service or Product that will breach the Agreement or any Applicable Law (including such items, Service and Product that have been identified by Applicable Laws (including but not limited to any consumer product safety regulations in Singapore or any other country) as hazardous to consumers and/or is subject to a recall or could cause PolicyXchange to violate any Applicable Law)
- (b) Be submitted, published or uploaded in any incorrect or inappropriate category or area of the Platform, including but limited to the posting of unauthorised advertisements in any forum, discussion or message boards that is open and accessible to Users of the Services;
- (c) Contain any material which is defamatory of any person;
- (d) Contain any material which is obscene, offensive, hateful or inflammatory;
- (e) Be obscene, promote sexually explicit material or contain child pornography;
- (f) Promote violence;
- (g) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (h) Involve the sale of any illegal, counterfeit or stolen items;
- (i) Infringe any intellectual property rights (including but not limited to copyright, database right, trade mark or patent), any trade secrets, other proprietary, confidential or data privacy rights of any other person;

- (j) Be fraudulent and/or be likely to deceive any person;
- (k) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (l) Promote any illegal activity;
- (m) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (n) Be likely to harass, upset, embarrass, alarm or annoy any other person;
- (o) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person (including PolicyXchange);
- (p) Give the impression that they emanate from us, if this is not the case;
- (q) Expose PolicyXchange or PolicyXchange Group to any civil or criminal proceedings in any part of the world;
- (r) Undermine or discredit PolicyXchange or PolicyXchange Group, feedback, ratings or manipulate any such feedback or rating process; or
- (s) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or the misuse of a computer or Device for an unlawful purpose.

5.4. You are solely responsible for the User Content you post, and you warrant that all User Content posted complies with the Agreement, Content Standards and section 4 above and you will be liable to us and indemnify us for any damage or Loss caused to us arising from any breach of that warranty.

5.5. You understand and agree that we may, but are not obligated to, pre-screen, review and delete or remove (without notice and/or without assigning any reason) any User Content in our sole discretion, and for any reason (including, without limitation, User Content that PolicyXchange determines, in its sole and absolute discretion, (i) violates the Agreement; (ii) should there be a complaint from another third party; (iii) if PolicyXchange receive any request for removal (including but not limited to any notice of intellectual property infringement)). PolicyXchange may also block delivery of a communication (including, without limitation, any User Content) to or from the Platform, Service and/or Product for any reason including, without limitation to protect the Platform, Service, Product and/or our Users, or otherwise enforce the provisions of the Agreement.

- 5.6. We also have the right to access, preserve, disclose your identity, User Account information and User Content when required to do so for any reason (including, without limitation, (i) when any User Content posted or uploaded by you to our Site constitutes a violation of a third party's intellectual property rights, or their right to privacy or for PolicyXchange to respond to any such allegations or claims; (ii) if PolicyXchange is required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over PolicyXchange; or (iii) if PolicyXchange determines based on its sole discretion that such access, preservation or disclosure is reasonable or necessary to protect the rights, property or safety of PolicyXchange, Users, any third party or access to the Site and/or the Services).
- 5.7. We will not be responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other User of our Platform. The views expressed by other Users on our Platform do not represent our views or values.
- 5.8. User Content may include Personal Data posted by or relating to other Users on the Site and you are not authorised to disclose or otherwise use such information for any purpose. Where such Personal Data is disclosed to you by another User as part of a transaction, you shall only such Personal Data solely for the purposes of the transaction, PolicyXchange related communications and in the manner permitted by the User. Without the express consent of the User, you shall not use such Personal Data for any other purposes including adding such User to any email or mailing list, use the Personal Data for unsolicited commercial messages or for any marketing purposes, or to disseminate such information on any public platform, including PolicyXchange and the provision of such Personal Data shall not be deemed as a license by PolicyXchange and/or User to do so.

## **6. USE OF PLATFORM AND POLICYXCHANGE'S ROLES AND RESPONSIBILITIES**

- 6.1. The Platform may offer one or more of the following Services:-
- (a) a marketplace to allow Users to list, view, compare, buy and sell insurance policies that meet the criteria determined by PolicyXchange in its sole and absolute discretion ("**Insurance Policies**");
  - (b) access to a collection of information, news, data, text, listings, graphics, images, videos, audio files, podcasts, webcasts, software applications and other types of works, including any print, digitised or electronic materials or other content, Services and Product of PolicyXchange and PolicyXchange Group (including insurance related content) and such other similar activities, ancillary services, Services and Product offered by other Users (both Clause 6.1(a) and (b) collectively "**Insurance Content**");

- (c) search engines or tools;
  - (d) Interactive Services;
  - (e) E-mail alerts;
  - (f) any other features, content or applications that PolicyXchange and PolicyXchange Group may offer on or through the Platform from time to time in its sole and absolute discretion;
- 6.2. PolicyXchange does not control and/or may not pre-screen any User Content. Should PolicyXchange choose to do so, it does so solely for its sole purpose and PolicyXchange shall make such determination based on its sole and absolute discretion as necessary for PolicyXchange's sole purpose.
- 6.3. Unless expressly provided, PolicyXchange is not responsible for Insurance Content, User Content, content, information, materials, facilities and/or equipment provided by any User in respect of the Insurance Content and is not involved in any transaction arising out of and/or in connection with the Insurance Content. You also accept any additional risks associated with dealing with international trade.
- 6.4. PolicyXchange has no control over the quality and completeness of any Insurance Content and does not guarantee that any User will provide the Insurance Content or their ability to do so in the matter set out in the Insurance Content.
- 6.5. Unless expressly provided, PolicyXchange's role is limited to:-
- (a) the provision of the Platform which is used to facilitate communications leading to the listing, review, comparison, buying and/or selling of Insurance Policies;
  - (b) facilitating the listing and/or selling of Insurance Policies on the Platform by the Sellers;
  - (c) facilitating the review, comparison and buying of Insurance Policies by the Buyers;
  - (d) making available payment gateways on the Platform for the processing of payment;
  - (e) carrying out other tasks incidental to the above.
- 6.6. All information in respect of the Insurance Policies on the Platform are based on the information provided by the relevant Seller. The Seller is fully responsible for updating all details of the Insurance Policies, including price, availability and other information

through access provided by the Platform. PolicyXchange will use reasonable skill and care in performing our services, however PolicyXchange will not verify if, and cannot guarantee that, all information is accurate, complete or correct. You agree that PolicyXchange shall not be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary and/ or partial) breakdown, repair, upgrade or maintenance of Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

- 6.7. Each Seller represents, undertakes and warrants that:-
- (a) any information published on the Platform and/or submitted to PolicyXchange complies with the Content Standards;
  - (b) any information published on the Platform in respect of the Insurance Content includes only User Content that is directly relevant to the Insurance Content and is an accurate representation of the Insurance Content;
  - (c) it will not in any way include information on the Platform and/or communicate information to the Buyer that will misrepresent and/or misstate the Insurance Content;
  - (d) it will not alter any price specified on the Platform in respect of any Insurance Policies (save for manifest error);
  - (e) it will not charge any additional fees apart from those specified on the Platform;
  - (f) the Insurance Content specified on the Platform and provision of the Insurance Content are and will be fully compliant with all Applicable Laws.
- 6.8. Each Buyer or Seller further acknowledges that where it is appointed as an agent of a third party to facilitate or negotiate a sale of an Insurance Policy on the Platform, it will discharge its duties to such third party with appropriate care and diligence, including but not limited to disclosing all offers for the Insurance Policies received on the Platform and any information regarding such offers.
- 6.9. Each Seller remains responsible at all times for the accuracy, completeness and correctness of the information displayed on the Platform. Unless specifically provided, PolicyXchange does not and should not be regarded as recommending or endorsing the quality or rating or any Seller or any Insurance Content.
- 6.10. The sale and transfer of the Insurance Policy is subject to such terms and conditions as set out on the Platform by the Sellers including but not limited to the terms of the Insurance Policies, the agreement governing the transfer of the Insurance Policy from

the Seller to the Buyer (collectively the “**Insurance Agreement**”) and the agreement of the insurance company to the sale and transfer. When the Buyer makes an offer to buy the Insurance Policies and makes payment for the Insurance Policies, the Buyer enters into a legal binding relationship with the Seller based on the terms of the Insurance Agreement. Please note that PolicyXchange is not a party to the Insurance Agreement. Buyers and Sellers are advised to read the Insurance Agreement before making the offer to buy any Insurance Policies.

- 6.11. Unless expressly provided in the Insurance Agreement, the Seller will not provide a refund and/or allow the cancellation of the transfer. In any event, any refund and/or cancellation of transfer shall be a matter between the Buyer and the Seller which is subject to the terms of the Insurance Agreement. PolicyXchange shall not be responsible for such refund and/or cancellation. Should PolicyXchange facilitate such refund and/or cancellation, it does so based on its sole discretion and may withdraw from such facilitation at any time without any prior notice and for any reason. Please note that any such refund and/or cancellation shall not affect such fees payable to PolicyXchange (if any) which is non-refundable.
- 6.12. Payment for the Insurance Policy is through such payment gateways and payment methods agreed between the Buyer and the Seller. PolicyXchange is not responsible for the processing of any payment between Buyer and Seller and any payment, non-payment and refunds is to be resolved between the Buyer and the Seller. To the extent such payment methods and gateways are offered and supported by the Platform (the “**Payment Gateway**”), any payment, non-payment and refunds are subject to the terms of the Payment Gateway and is to be resolved between the Buyer, the Seller and the Payment Gateway. PolicyXchange is not responsible for any payment, non-payment or refund, including any withholding tax or tax of whatsoever nature which the Buyer and/or the Seller is legally bound to pay. You shall be responsible for paying any and all taxes applicable to any purchases or sales of any items or Services.
- 6.13. Unless expressly provided, the use of the Platform is free of charge.
- 6.14. Depending on the type of listings, Buyers and/or Sellers may pay PolicyXchange a fee for the use of the Platform and/or PolicyXchange’s role in facilitating the reservation or booking of the Insurance Content (“**PolicyXchange Fees**”). PolicyXchange does not own, operate, control or supervise any of the Insurance Content, Service and/or Product provided by the Sellers.
- 6.15. Payment of PolicyXchange Fees (if any) shall be made by way of credit card, debit card, cheque or by way of telegraphic, other electronic means of transfer or any other methods as may be notified to you from time to time.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. The copyrights, patents, trademarks, registered designs and all intellectual property rights in the Platform, Service, Product and Site Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain with PolicyXchange.
- 7.2. PolicyXchange and the PolicyXchange Group aggressively enforce our intellectual property rights to the fullest extent of the law. The name of PolicyXchange and the PolicyXchange Group, and any other intellectual property rights belonging to PolicyXchange and the PolicyXchange Group may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of PolicyXchange or the PolicyXchange Group, as is applicable.
- 7.3. The domain name on which the Site is hosted is the sole property of PolicyXchange and you may not use or otherwise adopt a similar name for your own use.
- 7.4. Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Site Content solely for your personal use in connection with your use of the Platform, Site Content, Service and/or Product, provided that you keep all copyright or other proprietary notices intact. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged. However, you must not modify such paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Should you display your own PolicyXchange-hosted content on another website, the content must provide a link back to its listing page on PolicyXchange.
- 7.5. This license may be revocable, at any time without notice or cause, by us. Any use of the Platform or the Site Content without the prior written permission of PolicyXchange, other than as specifically authorised herein, is strictly prohibited and the licence granted herein shall be terminated. Such unauthorised use may also violate applicable laws (both statutory and common law) including without limitation, copyright and trademark laws and applicable communications regulations and statutes, and could result in legal action being taken against you.
- 7.6. If you use this Platform, the Site Content, Service and Product in breach of the Agreement, your right to use the Platform, the Site Content, Service and Product will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made.



## 8. **INTERACTIVE SERVICES**

8.1. We may from time to time provide the following services on our Platform, Site Content, Services and/or Product, including, without limitation:

- (a) platform to create, upload and public make available personalised content;
- (b) chat rooms;
- (c) bulletin boards;
- (d) communication tools;
- (e) review and rating functions; and
- (f) other social media functions and network platform.

(Collectively, the “**Interactive Services**”)

8.2. Where we provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated, and what form of moderation is used (including whether it is human or otherwise).

8.3. We will make commercially reasonable efforts to assess any possible risks for Users from third parties when they use any Interactive Service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our site, and we expressly exclude our liability for any Loss or damage arising from the use of any Interactive Service by a User in contravention of our content standards, whether the service is moderated or not. The parent or guardian of a child or ward who is less than Legal Age are required to supervise the use of the Platform by the child or ward, including any the use of any Interactive Service.

8.4. Where we moderate an Interactive Service, we will normally provide a means of contacting the moderator, should a concern or difficulty arise.

8.5. Users who have successfully completed a transfer of Insurance Policy will be permitted to post a review and/or rating as these are for the primary purpose of providing feedback and informing other Users of the service level and quality of the Buyer or Seller. Such feedback should be helpful and relevant to the other Users and should therefore be based on the User’s honest opinion and experience.

8.6. Without prejudice to the generality of the foregoing, please note that:-

- (a) Reviews and/or ratings are restricted to the User ID that had purchased or sold the Insurance Policy and such User may not post multiple reviews of the same Insurance Policy;
  - (b) Reviews may only include URLs or links on the Platform;
  - (c) PolicyXchange may rank the Buyer and/or Seller based on its own criteria and themes which PolicyXchange will determine based on its sole discretion (including, without limitation, the response, review and ratings from the Users);
  - (d) Users should not manipulate any reviews or ratings including without limitation contributing false and misleading content. We take the integrity of the reviews and ratings seriously and you may report any suspicion of manipulation to [contactus@policyxchange.com](mailto:contactus@policyxchange.com) for our investigation and appropriate action, by providing us with all relevant details and evidence;
  - (e) Users may respond to a review but are limited to such number of responses (as may be determined by PolicyXchange in its sole and absolute discretion) per review;
  - (f) We reserve the right to adjust, remove or reject any response, review and/or rating if it does not comply with this Agreement and/or any other guidelines and you may not resubmit a response, review and/or rating on the same Insurance Policy, even if the resubmitted content is different;
  - (g) We may restrict the number of reviews and/or ratings on an Insurance Policy if the number of such reviews and/or ratings is unusually high in a short period of time, as determined based on our sole discretion;
  - (h) PolicyXchange may use any reviews and/or ratings for any purposes, including without limitation for the marketing or promotion of PolicyXchange, Platform, Services and Product on any social media platforms, newsletters, special promotions, apps or other channels whether or not owned, hosted, used or controlled by PolicyXchange.
- 8.7. You are solely responsible for your interactions (including without limitation, any User-initiated interaction whether online or offline interaction) with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Users must comply with the Agreement and all Applicable Laws
- 8.8. Additional eligibility requirements may apply to User generated Interactive Services by the User responsible for setting up such Interactive Services. We reserve the right, but have no obligation, to moderate, supervise, control or remove any such User generated

Interactive Services and PolicyXchange shall not be deemed to be involved and/or responsible for any such User generated Interactive Services.

## **9. LINKED SITES**

- 9.1. PolicyXchange may provide links to other sites owned, operated or provided by third parties and/or use social plugins from social network operated by third parties (collectively "**Third Party Sites**"), as well as designs, text, graphics, photographs, pictures, images, video, software, music, sound and other files, rates, fees, quotes, historical data, charts, statistics, articles, any other resources, information and content belonging to or originating from third parties (the "**Third Party Content**"). If you access any of the Third Party Sites and/or Third Party Content, you do this entirely at your own risk.
- 9.2. PolicyXchange has no control over, and is not responsible for Third Party Content, the Third Party Sites or for any damage you may incur from Third Party Content or the Third Party Sites (including without limitation, any virus, spyware, malware, worms, errors or damaging material contained in the Third Party Sites) or the availability of the Third Party Content or the Third Party Sites.
- 9.3. You shall not directly or indirectly, link, reference, list or include Content that contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, or other documents as posted on the Site.

## **10. DISCLAIMERS**

- 10.1. While we make every effort to ensure that all our Site Content displayed on our Platform is accurate and complete, we provide the Site Content, the Service and Product on an "AS IS", "AS AVAILABLE" basis only, without warranties of any kind, express or implied. To the fullest extent permissible pursuant to applicable law, PolicyXchange disclaims all warranties, express or implied, including but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, the warranty of non-infringement. No communication, advice or information from PolicyXchange shall create any such warranties.
- 10.2. Without limiting the foregoing, PolicyXchange does not warrant that the functions contained in or access to the Platform, Service, Product or Site Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected or that the Platform, Service, Product, Site Content or the servers are free of viruses or other harmful components, or that the download, installation or use of any Site Content in or with any computer or Device will not affect the functionality or performance of the computer or Device. You, and not PolicyXchange, shall assume the

entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any computer or Device used to access the Site. You agree not to hold PolicyXchange or the PolicyXchange Group liable to the loss of any of your User Content that is due to any circumstances beyond the control of PolicyXchange.

- 10.3. PolicyXchange does not warrant or make any representations regarding the use or the results of the use of the User Content, Site Content, the Service, Product, the Platform or the servers in terms of their correctness, accuracy, integrity, completeness, reliability, quality or otherwise. Although we make reasonable efforts (but are under no obligation) to update our Platform, User Content, Site Content, Service and the Product, the Platform, User Content, Site Content, Service and the Product may be out of date at any given time.
- 10.4. PolicyXchange shall not be responsible for any Third Party Sites accessed through the Platform, Service, Product or for any Third Party Content or User Content posted on the Platform, Service, Product including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites, the Third Party Content or User Content, the consequences of accessing any Third Party Sites, Third Party Content or User Content or for any failure of products or services offered or advertised on the Third Party Sites, Third Party Content or User Content.
- 10.5. PolicyXchange does not control and shall not be responsible for what Users post on the Platform and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Platform, Service, Product or in connection with any User Content or Third Party Content or Third Party Sites. PolicyXchange is not responsible for the conduct, whether online or offline, of any User of the Site or Service. The parent or guardian of a child or ward who is less than Legal Age are required to supervise the use of the Platform by the child or ward, and the parent or guardian is responsible for the conduct of the child or ward, whether online or offline.
- 10.6. PolicyXchange does not warrant or make any representation that all Service and Product described are appropriate or available for use in all countries. The Platform, Site Content, Service and Product are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By offering the Platform, Site Content, Service and Product, no distribution or solicitation is made by PolicyXchange and the PolicyXchange Group to any person to use this Platform, Site Content, Service and Product, in jurisdictions where the provision of this Platform, Site Content, Service and Product is prohibited by law. The access to and/or use of our Platform, Site Content, Service and Product may also be restricted by law in certain jurisdictions. It is your

responsibility to find out what those prohibitions and restrictions are and observe them and PolicyXchange and the PolicyXchange Group makes no representation that the Platform, Site Content, Service and Product are appropriate or available for use in any or all locations/jurisdictions.

10.7. PolicyXchange also does not guarantee or promise any specific results from use of the Platform, Site Content, Service and Product.

10.8. Our Platform, Site Content, Service and Product are for general circulation and information only and:

(a) should not be considered or construed, under any circumstances, as the giving of any advice (including but not limited to financial, investment, tax, legal or other professional advice) or the recommendation or endorsement by PolicyXchange or PolicyXchange Group in respect of any views, opinions, research, recommendations, content, data, information (including but not limited any Insurance Content), individuals, Users, organisations, service provider or any third parties, in any jurisdiction;

(b) do not and should not be considered or construed, under any circumstances, by PolicyXchange or PolicyXchange Group as any form of inducement, invitation, endorsement or recommendation relating to any of the Products listed or referred to;

(c) PolicyXchange has not verified, considered, assessed or customised our Platform, Site Content, Service and Product in relation to any particular individual or entity, wherever situated, or any specific business, financial or commercial objectives, situations, needs or decisions of such individual or entity; and

(d) PolicyXchange is not an agent, reseller or distributor of any products and services offered by other Users and/or Third Party.

10.9. You should obtain independent professional or specialist advice regarding the suitability of any views, opinions, research, recommendations, content, data, information (including but not limited to any Insurance Content), Service and/or Product, taking into account your specific objectives, situations and needs before taking, or refraining from, any action on the basis of our Platform, Site Content and the Services (including but not limited to committing to invest in or purchase any Product) or content, data and/or information (including but not limited to any Insurance Content). In the event that you choose not to seek such advice, you should carefully consider whether the Service and/or Product are suitable for you in light of your own

circumstances and financial resources. Any arrangement made between you and any other User or third party named on or linked to from the Platform is at your sole risk and responsibility. PolicyXchange and PolicyXchange Group does no sponsor, endorse or promote any financial products, services or information.

## **11. LIMITATION OF OUR LIABILITY**

11.1. To the extent permitted by law, PolicyXchange and the PolicyXchange Group hereby exclude all conditions, warranties, representations or other terms which may apply to our Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites, whether express or implied.

11.2. In addition and without prejudice to any right or remedy that PolicyXchange and the PolicyXchange Group may have (at law or otherwise in the relevant jurisdiction), PolicyXchange and the PolicyXchange Group shall not, to the full extent permitted by law, be liable whatsoever to any User accessing and/or using our Platform, Site Content, Service, Product, User Content (including, without limitation, in relation to any Insurance Content), Third Party Content and Third Party Sites in respect of any and all losses, damages, claim, liabilities, bodily injury, emotional distress, costs, charges and/or expenses, including profits or opportunities (potential or actual) which may be deprived or lost and/or legal fees on a full indemnity basis, of whatsoever nature or howsoever arising (including but not limited to Loss alleged to be arising from breach of contract, tort (including negligence), breach of statutory duty, or otherwise) ("**Loss**"), even if foreseeable or if PolicyXchange and the PolicyXchange Group had been advised as to such possibility of such Loss. PolicyXchange and the PolicyXchange Group shall not be liable for any Loss arising from or in connection with:

- (a) the access, use of, inability to use or unavailability of access of our Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites, for any reason;
- (b) the update, change, deletion, suspension, modification, discontinuation, termination, replacement, correction to our Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content, Third Party Sites or Agreement;
- (c) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer or Device virus, malicious, destructive or corrupting code, agent program or macros, corruption, delay in operation or transmission or transmission error in connection with your accessing our Platform, Site Content, Service, Product, User Content

(including, without limitation, any Insurance Content), Third Party Content and Third Party Sites;

- (d) the wrongful or fraudulent use of your identification code or password;
- (e) the transmission of confidential or sensitive information from you to us or if we communicate such information to you at your request over the Internet or electronic device;
- (f) the use of or reliance on any content (including but is not limited to Site Content, User Content and Third Party Content), the availability, currency, suitability, safety and completeness of the Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites;
- (g) any virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer or Device, programs, data or other proprietary material due to your use and/or access of Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites or to your posting of any content on it, or on any website linked to it;
- (h) any misrepresentation, inaccuracy, inadequacy, error, incompleteness, offensiveness, opinion, omissions or delay in relation to the Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites;
- (i) the lack of title, quality, reliability, safety, merchantability, fitness for a particular purpose, in respect of our Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites;
- (j) the infringement of third party rights by your use and/or access of our Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites;
- (k) any loss of profits, opportunities or data arising from your use of our Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites;
- (l) the consequences of accessing our Platform, Site Content, Service, Product, User Content (including, without limitation, any Insurance Content), Third Party Content and Third Party Sites and the lack of results from their use;

- (m) any disputes or claims between Users and/or between Users and any third party;
  - (n) any cause which PolicyXchange and the PolicyXchange Group has no control over, whether fully or partly, including without limitation, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, failure of public transportation, common carrier communication or utility systems, data or other theft (including the theft of passwords, codes, log-in sequences or 2FA authentication devices) and operator errors;
  - (o) any Loss or damages arising from or in connection with any Force Majeure Event; and
  - (p) any disclosure required by any Applicable Laws or regulations.
- 11.3. Please note that in particular, if you are registered as a business user, we will not be liable for all:
- (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings; or
  - (d) loss of business opportunity, goodwill or reputation.
- 11.4. Please also note that if you are registered as an individual user, we only provide our Platform, Site Content, Service, Product and User Content for your personal use as an individual and not for any commercial or business purposes. We have no liability to you for any loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill, reputation or business interruption. For the purposes of this Agreement, a sole proprietor is deemed to be acting on behalf of a business.
- 11.5. Without prejudice to the generality of the foregoing, PolicyXchange and the PolicyXchange Group shall not, in any event, be liable to any User whatsoever for any direct, indirect, special, incidental, punitive, exemplary or consequential Loss or damages, however caused, arising out of your use of or in connection with this Site, Site Content, Service, User Content, Third Party Content and Third Party Sites.
- 11.6. Notwithstanding anything to the contrary in the Agreement, and to the extent permitted by Applicable Laws, PolicyXchange's liability to you for any cause whatsoever and regardless of the form of the action will at all times be limited to the amount paid, if any, by you to PolicyXchange for the Service during your term as a registered User. You



acknowledge that if no fees are paid to PolicyXchange for the Service, you shall, unless otherwise permitted by law, not be entitled to damages of any kind from PolicyXchange, regardless of the cause of action.

- 11.7. PolicyXchange is not responsible for any issues, disputes and/or claims between Users and/or between Users and any third party and is not obliged to help, assist and/or be involved in any other manner (including, without limitation, provide any information) in any such issues, disputes and/or claims. Should PolicyXchange decide to facilitate the resolution of any such issues, disputes and/or claims, it does so base on its sole discretion and may withdraw from such facilitation at any time without any prior notice and for any reason. We will not make any determination of any issue, dispute and/or claim and Users should seek advice from professionals and/or authorities on the appropriate avenue and/or forum for the resolution of all such issues, disputes and/or claims.

## **12. DATA USE & PRIVACY**

- 12.1. Please do not submit any Personal Data or data without first reading our Privacy Policy and Cookie Policy which explains our data use and privacy practices in detail.
- 12.2. To the extent that you are in possession of Personal Data of any User through the use of the Platform, Service and/or Product, you acknowledge and agree that (i) you will comply with our Privacy Policy, Cookie Policy and all Applicable Laws (including, without limitation, all applicable personal data protection laws with respect to any such data); (ii) remove all such Personal Data from your possession (including, without limitation, email or mailing lists, records and/or databases) if so requested by the relevant User and/or PolicyXchange; and (iii) allow the User and/or PolicyXchange to review the Personal Data that has been collected by you.

## **13. TERMINATION**

- 13.1. You agree that we may, at any time in our sole and absolute discretion, with or without notice unless the provision of such notice is required by any Applicable Law, suspend, terminate, disable or throttle your access to, or use of, the Platform, the Service and/or Product (or any portion, aspect or feature of the Platform, Service or the Product), terminate your User Account, delete your profile and any content or information that you have posted on the Platform, Service or Product, without any reason.
- 13.2. If we believe that you have violated or acted inconsistently with the Agreement, we may, without prior notice, take such action as we deem appropriate, including but not limited to the following actions:
  - (a) immediate, temporary or permanent withdrawal of your right to use our site;

- (b) immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) further legal action against you; or
- (f) disclosure of such information to law enforcement authorities as we reasonably deem necessary.

13.3. Without prejudice to the generality of the above, PolicyXchange reserves the right to deactivate your User Account if it has been inactive for a period of 12 months or such shorter period as PolicyXchange may determine in its sole and absolute discretion.

#### **14. INDEMNITY**

14.1. You agree to indemnify and hold PolicyXchange and/or the PolicyXchange Group harmless against all claims, liabilities (including statutory liability and liability to third parties), charges, expenses, penalties, costs (including without limitation, legal costs on a full indemnity basis), damages, awards and/or losses suffered or incurred by PolicyXchange and/or the PolicyXchange Group, including profits or opportunities (potential or actual) which may be deprived or lost, due to or arising out of:

- (a) your access of and/or use of our Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites, including where such access and/or use was on behalf of a third party;
- (b) your posting of User Content on our Platform or through the use of any Service or Product
- (c) any products and/or services offered, sold, provided or advertised by you on the Platform;
- (d) your connection to the Platform;
- (e) your breach of the Agreement;
- (f) your violation of any rights of another person or entity;

- (g) your breach of any statutory requirement, duty or law, including without limitation the Personal Data Protection Act; or
- (h) the actions of any other party who was able to access and/or use our Platform, Site Content, Service, Product, User Content, Third Party Content and Third Party Sites by using your user id and/or login password.

**15. SEVERABILITY**

- 15.1. If any term or provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement shall not be affected. The failure of PolicyXchange to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision in that or any other instance.

**16. SURVIVAL**

- 16.1. Sections 6 (Use of Platform and PolicyXchange's Roles and Responsibilities), 7 (Intellectual Property Rights), 10 (Disclaimers), 11 (Limitation of our Liability), 12 (Data Use and Privacy), 13 (Termination), 14 (Indemnity), 15 (Severability), 17 (Relationship of Parties), 18 (Waiver), 22 (Communications), 23 (Governing Law and Jurisdiction) shall survive any termination or expiration of this Agreement.

**17. RELATIONSHIP OF PARTIES**

- 17.1. Nothing in the Agreement shall constitute or be deemed to constitute an employment, agency, partnership, joint venture or franchiser-franchisee between PolicyXchange, PolicyXchange Group and you or PolicyXchange, PolicyXchange Group and any User and no party shall have any authority to bind the other in any way. You agree that you may not and will not hold yourself out as a representative, agent, employee, partner, joint venture partner, franchiser or franchisee of PolicyXchange and PolicyXchange Group and we shall not be liable for any representation, act, or omission on your part
- 17.2. 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 to our Site in any website that is not owned by you. The website in which you are linking must comply in all respects with the Content Standards.
- 17.3. Our Platform must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

- 17.4. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our Platform other than that set out above, please contact [contactus@policyxchange.com](mailto:contactus@policyxchange.com).

## **18. WAIVER**

- 18.1. No waiver of any rights or remedies by PolicyXchange and/or the PolicyXchange Group shall be effective unless made in writing and signed by an authorised representative of PolicyXchange and/or the PolicyXchange Group.
- 18.2. A failure by PolicyXchange and/or the PolicyXchange Group to exercise or enforce any rights conferred upon it by the Agreement shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

## **19. RIGHTS OF THIRD PARTIES**

- 19.1. Except as provided for expressly in the Agreement or any other agreements (including the Cookie Policy and Privacy Policy) between PolicyXchange and you, a person or entity who is not a party to this Agreement shall have no right under any applicable law to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

## **20. FORCE MAJEURE**

- 20.1. No party shall be liable for any failure to perform its obligations under the Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
- 20.2. For the purposes of the Agreement, a **"Force Majeure Event"** is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under the Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

## 21. OTHER APPLICABLE DOCUMENTS

21.1. In addition to these Terms of Use, the following also apply to your use of our Site and the Services:

- (a) Our Privacy Policy, which sets out the terms on which we process any Personal Data we collect from you, or that you provide to us. By using our Site, you consent to such collection, use, disclosure of your Personal Data and you warrant that all the data provided by you is accurate;
- (b) Our Cookie Policy, which sets out information about the Cookies on our site; and
- (c) Such additional code of conduct, rules, policies, procedures, terms and conditions which PolicyXchange may published from time to time on the Platform;

each of which is incorporated herein by reference and each of which may be updated by PolicyXchange from time to time without prior notice to you.

21.2. Should there be any contradiction between these Terms of Use and another agreement applicable to specific aspects of the Service or Product, the other agreement shall prevail in relation to the specific aspects of the Service or Product to which it applies.

## 22. COMMUNICATIONS

22.1. You authorise PolicyXchange to send any reports, statements, notices and any other written communications (“**Notices**”) to any or all address, contact number, fax number or e-mail address provided by you to PolicyXchange (“**Contact Details**”) or to your User Account, by any mode as PolicyXchange may decide in its sole and absolute discretion, including but not limited to by hand, fax, registered mail, e-mail or short-messaging-service/text.

22.2. You undertake to keep your Contact Details and details relating to your User Account updated at all times, inform PolicyXchange of any such changes to any of such details by updating your User Account on the Site and to check your User Account and its Contact Details on a regular basis for Notices from PolicyXchange.

22.3. You will be deemed to have received any Notice from PolicyXchange: (i) at the time of delivery, if hand delivered to the registered User or by any third party including courier; (ii) at the time of posting, if sent by prepaid post, even if returned undelivered; (iii) at the time of transmission by the email server operated by PolicyXchange or any service provider, if sent by email, notwithstanding any delayed sending, non-delivery or “returned mail” reply message or any error message indicating that the e-mail was

delayed or not successfully sent to the you); (iv) at the time the Notice is made available by or on behalf of PolicyXchange on the Site, if made available on the Site or User Account; or (v) at the time of transmission, if sent by short-messaging-service/text message, telex with answer-back or fax, regardless of the time you actually receive, read or access any Notices from PolicyXchange and whether or not you actually receive, read or access any Notices from PolicyXchange.

- 22.4. All Notices from you to PolicyXchange shall be in writing and sent by hand, fax, registered mail, e-mail to [contactus@policyxchange.com](mailto:contactus@policyxchange.com), our registered address or such contact details as specified on the Platform for the purposes of such Notices. All Notices from you to PolicyXchange shall be effective only upon actual receipt by PolicyXchange of the same (and where expressly provided for, effective only if the prescribed mode of notification is complied with).

## **23. GOVERNING LAW & JURISDICTION**

- 23.1. The Agreement and all matters relating to your access to, or use of, this Platform, Service and Product shall be governed by and construed in accordance with the laws of Singapore without giving effect to any principles of conflicts of law.
- 23.2. You hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

## **24. CONTACT US**

- 24.1. Please visit our FAQ page <http://www.policyxchange.com/Home/MediaFAQ> for more information. To contact us, please email at [contactus@policyxchange.com](mailto:contactus@policyxchange.com).

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