



# website terms and conditions

Your use of this website is subject to these terms and conditions of use ('Terms of Use') and by using the website you show your agreement to them. If you do not accept these Terms of Use, please do not use the website. You are required to read this important information carefully before you proceed any further with access to this website.

Please note this website is intended for use by residents of the United Kingdom only. The site is not applicable to residents of other countries because the law in other countries may restrict the distribution of the information and products available on this website.

You agree to use this website only for lawful purposes, and in a way that does not infringe the rights, e.g. restrict or inhibit anyone else's use and enjoyment of this website.

For the avoidance of doubt, none of the information on this website constitutes an offer to contract in any country in which it is available including the UK.

## Alterations

Umbri limited (the "**firm**") reserves the right, at any time and without prior notice, to remove or cease to supply any product or service contained on this website. If such removal takes place, we shall not be liable to you in any way whatsoever for such removal.

The firm reserves the right to change the content, presentation, user facilities and availability of any part of the website at its sole discretion.

## Applications for products and services

Prices, and details, of products and services (and any offers) posted online are subject to change without

notice. All products and services are subject to availability, and we give no guarantee in this regard. The provision of details of products and services on this website are not, and should not be construed as, an offer to sell or buy such products or services by the relevant Company. The Company advertising the products or services concerned may accept or reject your offer at its sole discretion.

## Availability

The firm will endeavour to ensure that this website is accessible for 24 hours a day. However, the firm will not be liable if, for any reason, the website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this website. You are also responsible for ensuring that all persons who access this website through your internet connection are aware of these Terms of Use, and that they comply with them.

The firm will not be liable for loss or damage arising if this website becomes unavailable or is suspended for any reason.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any use, identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of those Terms of Use.



## Copyright and intellectual property

Providers of information on this website own the copyright and all other intellectual property rights subsisting in the database accessible via the website and all material on this website.

You are not permitted to download, redistribute or extract any information on this website in whole or in part other than for your personal, non-commercial use, unless otherwise stated. Our status (and that of any identified contributors) as the authors of material on this website must always be acknowledged.

Except as set out above, you may not reproduce, modify or in any way commercially exploit any of the information on this website.

If you print off, copy or download any part of this website in breach of these Terms of Use, your right to use this website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Changes to terms and records of agreements

The firm may amend these Terms of Use at any time by amending this page and such amendment shall apply to your use of this website after such amendment.

## Privacy

We operate a privacy policy. This privacy policy can be accessed by the applicable link shown in this website and forms part of these terms and conditions.

## Monitoring

The firm will monitor your use of this website, and any resultant information may be used by the firm for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization.

## Our liability

The material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with this website or in connection with the use, inability to use, or results of the use of this website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

The publication of the information provided on this website by the firm does not constitute a recommendation that you enter into any particular transaction nor is a representation that any product and/or service detailed on this website is suitable or appropriate for you.

Certain products and/or services detailed on this website may involve significant risks, and unless you have fully understood all such risks and independently determined that such transactions are appropriate for you, you should not enter into any transactions.

You should not construe any of the information, which is contained on this website as legal, business, financial, investment, regulatory, tax, or accounting

advice and this website should not be the prime basis for any financial, legal or investment decisions which are made by you or on your behalf.

## Information

Information contained on this website is provided for information purposes only and the firm will use all reasonable endeavours to ensure that it is accurate at the date of publication.

However, because of the nature of the Internet, there may be circumstances in which errors or omissions in the information may occur which are beyond the reasonable control of the firm. For example, unauthorised access by a third party.

Consequently, the firm will not be liable for loss or damages arising from the use of or reliance upon any information contained on this website, unless the accuracy of the information has been checked with and confirmed in writing by an authorised representative of the firm, before reliance is placed upon it.

## Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and 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. We reserve the right to withdraw linking permission without notice.

Our site must not be framed on any other site without our express prior written permission.

If you wish to make any use of material on our site other than that set out here, please contact us.

## Uploading material to our site

Whenever you make use of a feature that allows you to upload material to our site, or you make contact with other users of our site, you must comply with the standards set out in our Acceptable Use Standards section (below). You warrant that any such

contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered confidential; and we have the right to use, copy, distribute and disclose internally and to third parties any such material for the purpose of managing your policy and improving customers' experience. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site. We do not endorse, agree with or approve any content posted by you.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the terms set out in the Acceptable Use Standards section.

## Links to third-party websites

Links to third party websites are provided solely for your convenience and such links do not constitute an endorsement, authorisation, or affiliation by the firm with respect to such third-party website. When you activate these links, you will leave this website. We do not endorse or take responsibility for the content on third-party websites, or the availability of those websites and we are not liable for any loss or damage that you may suffer by using those websites. If you decide to access linked websites, you do so entirely at your own risk.

## Ownership of website

This site is provided and owned by the firm.

These can be checked by visiting the **FCA website**.

These Terms of Use apply to your use of every part of this website. Separate terms and conditions will apply to any websites accessible via a hypertext link from this website.

## Product terms and conditions

If you apply for any product or service detailed on this website, these Terms of Use should be read in conjunction with any other terms and conditions which relate to any such product or service and, in the event of any contradiction between these Terms of Use and the specific terms and conditions relating to such product or service, the latter shall prevail. For the purposes of these Terms of Use, product(s) and service(s) shall include, without limitation, any insurance or financial service.

## Viruses, hacking and other offences

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

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 and the Police and Justice Act 2006. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this website will cease immediately.

We will not be liable for any loss or damage caused by a 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 this website or to your downloading of any material posted on it, or on any website linked to it.

The firm cannot warrant that this website is free of viruses or technical defects of any description and will not be responsible for any technical problems arising from the use of this website.

## Acceptable use standards

You may use our site only for lawful purposes. This website may contain bulletins, board services, chat areas, news groups, forums and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group. You agree to use the website only to post, send and receive messages and material that are proper and related to this website. By way of example and not as a limitation, you may not use our site:

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ('spam');
- to transmit, post, upload or procure the sending of any material which is:- defamatory of any person; obscene, offensive or inflammatory; sexually explicit; promotes discrimination based on race, sex, religion, disability, or age; infringes any copyright, database right or trade mark of any other person; is likely to deceive any person; is in breach of any legal duty owed to a third party (e.g. duty of confidence); is threatening or abusive; is likely to harass, upset or embarrass any other person; misrepresents your identity; advocates or promotes any unlawful act;
- to advertise or promote.
- to upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereof or have received all the necessary consents.

## Contributions to the website

By sharing any contribution (including any text, photographs, graphics, video or audio) with the firm you agree to grant to the firm, free of charge, permission to use the material internally\*.

Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

In order that the firm can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any

laws, that you have the right to give the firm permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.

We normally show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. The firm may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects.

Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with the firm.

If you do not want to grant the firm permission set out above on these terms, please do not submit or share your contribution to or with the firm.

If you have any questions about contributing content to the firm, please contact us (contact information can be found on this website).

We will determine, in our discretion, whether there has been a breach of these Acceptable Use Standards through the use of our site. If a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these Acceptable Use Standards constitutes a material breach of the Terms of Use and may result if our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- a warning being issued to you.

## Security

The firm will take all reasonable steps, including encryption, to ensure that any personal information you provide is kept secure. However, because of the nature of the Internet, and the fact that it is not a secure system, the firm cannot and do not guarantee that personal information you provide will not be intercepted by others and decrypted. Consequently, your privacy cannot be guaranteed.

## Trademarks

The images, logos and names on this website which identify the firm, a Company as part of the firm or third parties and their products and services are proprietary marks of the firm and/or the relevant third parties. Nothing contained in this website shall be deemed to confer on any person any license or right on the part of the firm or any third party with respect to any such image, logo or name.

\* If you wish to opt out, please get in touch with us via [www.umbri.co.uk/contact](http://www.umbri.co.uk/contact).