

# Terms of Use

## Tokio Marine Europe S.A.

These are the general terms and conditions of TME for use of this Site. Please read these terms and conditions carefully. Your use of the Site and the Service will be subject to these terms and conditions.

### 1. Definitions. In these terms and conditions, the following definitions apply:

"TMHCC Group" means HCC Insurance Holdings, Inc. and all its direct and indirect subsidiaries.

"Service" means any information and services provided through or via the Site.

"Site" means the web site or WAP site.

"HCC Insurance Holdings, Inc." means HCC Insurance Holdings, Inc., a company registered in Delaware with company number 2258593.

"TME" means Tokio Marine Europe S.A., whose registered office is at 33, Rue Sainte Zithe L-2763, Luxembourg. TME is a direct subsidiary of HCC International Insurance Company Plc ("HCCI").

### 2. What you are allowed to do:

**2.1** You may use the Service in accordance with these terms.

**2.2** You may:

- Browse the Site using a compatible web browser (this Site is compatible with IE5 or Netscape 6 (or later versions). Permission to browse the Site includes permission to make transient or cached copies of parts of the Site to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Site by you.
- Print a copy of any page of the Site for your own purposes, provided you do not do any of the things set out under section 3 - "What you are not allowed to do".

### 3. What you are not allowed to do:

**3.1** Except to the extent expressly set out in these terms, you are not allowed to make any copies of any part of the Site.

**3.2** You may not remove or change anything on the Site.

**3.3** Except where material is specifically available for downloading or copying, you are not allowed to copy or use any material from the Site for any commercial purpose.

**3.4** You are not allowed to remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.

**3.5** You must only use the Site and anything available from the Site for lawful purposes, and you must comply with all applicable laws, statutes and regulations.

**3.6** You must not use the Service to:

- Post, upload or otherwise transmit information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful.
- Upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence.
- Download any file or materials posted by another user that you know, or reasonably should know cannot be copied or otherwise used.
- Harass, stalk, threaten or otherwise violate the rights of others.
- Harm or threaten to cause harm to minors.
- Impersonate anyone else or otherwise misrepresent your identity or status.
- Hack into the Site or any other related computer system, make excessive traffic demands, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of any company within the TMHCC Group including HCCI and TME.
- Collect and process others' personal data.
- Advertise or offer to sell goods or services.

**3.7** TME accepts no obligation to monitor the use of the Site.

However, TME reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation.

TME will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security.

### 4. Your personal information:

**4.1** Usage of your personal information is governed by TME's Privacy Policy, which forms part of these terms and conditions. In the event that TME undergoes reorganisation or is sold to a third party, you

agree that any personal information TME holds about you may be transferred to that reorganised entity or third party.

## **5. Rights:**

**5.1** All intellectual property rights in any material (including text, photographs and other images and sound, trade marks, and logos) contained in this Site are either owned by TMHCC Group or have been licensed to TMHCC Group by the rights owner(s) so that the TMHCC Group can use this material as part of its Site. The main images on the Site are supplied by Digital Vision and The Marketing Machine. You are only allowed to use this Site and the material contained in the Site as set out in these terms and conditions.

## **6. Disclaimer and limitation of liability:**

**6.1** TME does not, and nothing in these terms and conditions shall act to exclude or limit TME's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited. Your statutory rights as a consumer are not affected by any of these terms.

**6.2** Subject to clause 6.1, in no event shall TME be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

**6.3** Subject to clauses 6.1 and 6.2, TME's liability to you whether in contract, tort or otherwise is limited to £250.

**6.4** You agree that your use of the Service is on an "as is" and "as available" basis and that your use of the Service is at your sole risk. On that basis, except as expressly set out in these terms, TME does not enter into conditions, warranties or other terms in relation to the Site or the Service (including any implied term relating to quality, fitness for a particular purpose).

**6.5** You agree that the obtaining of any material through the use of the Service is carried out at your own risk and that TME has no liability to you in respect of such material or the effects of such material.

**6.6** TME tries to make sure that all information contained on the Site is correct, but it does not accept any liability for any error or omission. You should check with TME or the relevant supplier before acting on any information on the Site.

**6.7** TME may change the format and content of the Site from time to time. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site.

**6.8** The Site includes links to external sites. TME has included links to these sites to provide you with access to information and services that you may find useful or interesting. TME is not responsible for the content of these sites and pages or for anything provided by them.

**6.9** TME is not liable for any action you may take as a result of relying on any information provided in this Site.

## **7. Disclaimer of Endorsement:**

**7.1** All links and frames of this website to third party sites are provided as a convenience only. TME does not control or endorse the information and content contained on any such sites, or their sponsors.

**7.2** TME is under no obligation to maintain any link on this website and may remove any such link at any time in its sole discretion for any reason whatsoever.

## **8. Suspension and termination of Service:**

**8.1** TME may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any sites or pages linked to it will not necessarily be uninterrupted or error free.

**8.2** TME may terminate the Service immediately in the event you breach any of these terms and conditions or if you are late in paying, or do not pay, any sums due to TME or any company in the TMHCC Group.

## **9. Enquiries or complaints:**

**9.1** If you have any enquiries or complaints (about the Service or someone else's use of the Site) then please address them to:

E-mail: [compliance@tmhcc.com](mailto:compliance@tmhcc.com) or complete our Feedback Form which can be accessed at the footer of [this page/each page of the Site].

## **10. General and governing law:**

**10.1** TME may change these terms and conditions from time to time and will endeavour to notify you of any major changes by posting a message on the Site. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. TME may delay enforcing its rights under these terms and conditions without losing them. You agree that TME may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice.

**10.2** TME will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which TME cannot reasonably be expected to control.

**10.3** These terms and conditions shall be governed and interpreted in accordance with Luxembourgish law, and you consent to the non-exclusive jurisdiction of the Luxembourg courts.



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## **11. Use of cookies:**

The Site uses cookies only to collect non-personal site usage data. Should they be used in the future to collect any visitor's personal data, TME undertakes fully and properly to inform the visitor of their existence and of the means available to disable them.