

**SUPERCEDE
WEBSITE TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL US AT SUPPORT@SUPERCEDE.COM

Introduction

Supercede Technology Ltd (**we, us, our**) is pleased to offer you access to, and use of, our platform (**Supercede**) which provides a means by which users (reinsurance brokers (**Brokers**) and reinsurance underwriters (**Reinsurers**) and cedents (**Cedents**) on behalf of their companies (together, **you** or **Users**) can digitally interact around the marketing and placement of complex (re)insurance risks (the **Risks**).

These terms and conditions (together with other documents referred to in it) (the **Agreement**) set out the basis on which you access, use and otherwise interact with Supercede and information made available via Supercede, including in relation to Risks (the **content**). In addition, if you have subscribed for enhanced functionality or services, the Master Services Agreement between you and us will also apply. In the event of any inconsistency between this Agreement and the Master Services Agreement, the terms of the Master Services Agreement will prevail.

By accessing Supercede, you are accepting and consenting to the terms contained in this Agreement and if you wish not to be bound by these you should not access Supercede. From time to time we may change the terms of this Agreement and we shall notify you of such changes and by continuing to access Supercede you are accepting these changes to this Agreement.

Regulatory status of Supercede

You acknowledge that Supercede only provides a means for Brokers, Reinsurers and Cedents to communicate in relation to Risks and accordingly is exempt from being authorised in relation to carrying on a regulated activity in the United Kingdom pursuant to the Financial Services and Markets Act 2000 and ancillary legislation (**FSMA**).

Regulatory status of Users

Users may only use Supercede if they are an individual who is a representative of a Broker, Reinsurer or

Cedent (as the case may be) (whether as a director, employee, consultant, agent or otherwise) (in relation to a User, their Principal). By using Supercede, each User warrants to Supercede and each other User that it has the authority from its Principal to use Supercede for the activities undertaken using Supercede by the User and that the Principal has the relevant authorisation or is otherwise exempt in relation to any regulated activities or financial promotions requiring authorisation or approval carried on by it in connection with its use of Supercede under FSMA or other applicable law.

1 Your account and User rights

(a) To use Supercede, you agree that:

- (i) you are using Supercede for legitimate business purposes and will comply with your obligations under this Agreement;
- (ii) you will only have one Supercede account, which must be in your real name and contain accurate company information in relation to your Principal.

(b) Users are account holders. You agree to:

- (i) use a strong password and keep it confidential;
- (ii) not transfer any part of your account; and
- (iii) comply with applicable law and our [Professional Use Policy](#). You are responsible for anything that happens through your account unless you close it or have reported misuse.

(c) You confirm that you and your Principal have and at all relevant times will have any relevant permissions, licences and other authorisations which are necessary under applicable law for you to use Supercede, communicate with other Users in relation to Risks, transact business and/or make financial promotions in relation to Risks.

(d) You confirm that you understand that Supercede is a means of communication between Users and that in particular, but without limitation, Supercede does not:

- (i) hold any client money or claims money or premium;

- (ii) assist with the arranging or placement of any Risk; provide advice in relation to any Risk; actively influence any User into purchasing a Risk or assist any User in purchasing a Risk;
 - (iii) arrange a sale of a Risk; nor
 - (iv) act as agent for any User in relation to a Risk, whether in relation to the binding of a Risk or the performance of such a Risk.
- (e) Your rights as a user of Supercede will depend on in what capacity you use Supercede and whether your Principal has subscribed for Supercede Placements. The different types of User are set out in the [User Policy](#). You will be allocated your User type in accordance with the [User Policy](#) upon opening your account.

2 Account details

- (a) You will be provided with a user identification code and password and you must treat such information as confidential. You must not disclose it to any third party.
- (b) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- (c) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@supercede.com.

3 Access to Supercede

- (a) We may, from time to time, amend Supercede and/or content, as well as your access to Supercede and/or content, at our sole discretion and without giving notice to you.
- (b) We may also suspend, withdraw, discontinue or change all or any part of Supercede and/or content for any reason and without notice to you.
- (c) You can decide to stop using Supercede or content at any time.

4 Content and Risks

- (a) You acknowledge that Super will enable or assist you to access the content of, correspond with, contract with and purchase products and services from, third parties including other users of

Supercede and that you do so solely at your own risk.

- (b) We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed with any third party is between you and the relevant third party, and not us. We do not endorse or approve any third party website nor the content of any third party made available via Supercede. We do not guarantee the accuracy or quality of content uploaded by third parties or user communications.
- (c) You acknowledge that:
 - (i) all other users of Supercede are independent of and not in any way connected with us;
 - (ii) you are solely responsible for your respective Risks and content uploaded to Supercede by you;
 - (iii) Risks and content uploaded by users of Supercede are not reviewed or moderated by us and you are solely responsible for your acts or omissions including the entering into any transaction with other users of Supercede in respect of Risks or otherwise;
 - (iv) you are responsible for ensuring you have terms of business between you and relevant third parties governing the terms of the placement of any Risks;
 - (v) we are not acting as an introducer or agent of any user of Supercede in relation to Risks.

5 Service availability

- (a) Subject to the terms of any Master Service Agreement, we may change, suspend or discontinue any aspect of Supercede. We may also modify our charging structure and/or prices upon reasonable notice to the extent allowed under the law.
- (b) You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our [Privacy Policy](#).

6 No warranties

- (a) We give no representations, warranties or guarantees, whether express or implied, that:

- (i) Supercede or its content will be free from errors or omissions. These are provided “as is” and as available and as submitted by other Users and your use of these is at your own risk;
 - (ii) the content is accurate, complete or up-to-date; or
 - (iii) Supercede or its content will be secure or free from bugs or viruses.
- (b) You are responsible for configuring your information technology, computer programmes and platform in order to access Supercede and its content.
- (c) You must not misuse Supercede by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Supercede, the server on which Supercede is stored or any server, computer or database connected to Supercede. You must not attack Supercede via a denial-of-service attack or a distributed denial-of service attack or in any other manner. We may report any suspected breach to the relevant law enforcement authorities and you agree that we may co-operate with those authorities by disclosing your identity to them. In the event of a breach of this section, your right to use Supercede will cease immediately without notice.
- (d) Supercede and/or content may contain links to other websites or resources provided by third parties. These links are provided for your information only. We have no control over the contents of those websites or resources. We assume no responsibility or liability for the content of websites linked on Supercede. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

7 Our responsibility for loss or damage suffered by you

- (a) We only provide Supercede for business use by Users in their professional capacities and Supercede is not provided for domestic and private use.
- (b) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- (c) Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any services to your Principal, which will be set out in our terms and conditions of the Master Services Agreement.

- (d) We exclude all implied conditions, warranties, representations or other terms that may apply to Supercede or any content on it.
- (e) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (i) use of, or inability to use, Supercede; or
 - (ii) use of or reliance on any content displayed on Supercede.
- (f) In particular, we will not be liable for:
 - (i) loss of profits, sales, business, or revenue;
 - (ii) business interruption;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity, goodwill or reputation; or
 - (v) any indirect or consequential loss or damage.

8 How we may use your personal information

By using Supercede, you agree that your personal information shall be used as set out in our [Privacy Policy](#).

9 Uploading content to Supercede

- (a) Whenever you make use of a feature that allows you to upload content to Supercede (your **User Content**), or to make contact with other users of Supercede, you must comply with the content standards set out in our [Professional Use Policy](#).
- (b) You warrant that:
 - (i) the User Content and any other such contribution does comply with the content standards set out in the [Professional Use Policy](#);
 - (ii) you have all rights required to grant the licences set out in section 10 (*Intellectual Property*) and that the carrying out of the activities described in such licences in relation to your User

Content within the scope of such licences by us, those we work with and third parties you grant access to such User Content does not infringe the intellectual property rights or other rights of any other person or violate any laws; and

- (iii) to the extent that your User Content contains any personal data, you have procured all necessary consents from the relevant data subjects for the carrying out of the activities described in the licences set out in section 10 (*Intellectual Property*) in relation to your User Content within the scope of such licences by us, those we work with and third parties you grant access to such User Content, and you will be liable to us and indemnify us against any breach of those warranties. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- (c) You retain all of your ownership rights in your User Content, but you are required to grant us, those we work with and other users of Supercede a limited licence as described in section 10 (*Intellectual Property*) .
- (d) We also have the right to disclose your identity to any third party who is claiming that any of your User Content constitutes a violation of their intellectual property rights, or of their right to privacy.
- (e) We have the right to remove any posting you make on Supercede or other User Content you upload if, in our opinion, your post or other User Content does not comply with the content standards set out in our [Professional Use Policy](#).
- (f) You are solely responsible for securing and backing up your content.

10 Intellectual property

- (a) We grant you (to the extent we are able, it being acknowledged there may be open source or third party software in such) a non-exclusive, non-sublicensable, non-transferable and revocable licence, for the term of this Agreement, to access Supercede and content in accordance with the access rights available to your User type, as set out in the [User Policy](#) for the sole purpose of the marketing and placing of the Risks to which such User Content relates.
- (b) You accept that Supercede and its content are protected by copyright, trademarks and other intellectual property rights owned by us or licensed to us. Except as allowed under these terms, you may not use, copy or distribute any of Supercede or content for any purpose without our written permission and no other rights, title or interest in them are granted to you.

- (c) When you upload submit, store, send or receive content to or using Supercede, you grant a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable, sub-licensable licence to use, host, store, reproduce, modify, distribute, prepare derivative works of, publicly display, communicate, publish and perform that User Content:
 - (i) to us and those we work with, in connection with the operation, use, promotion and improvement of Supercede and our services; and
 - (ii) to third parties (including other Users) that you grant access to such User Content using Supercede, in connection with the marketing and placing of the Risks to which such User Content relates.

- (d) You hereby grant us a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, transferable and sub-licensable licence to all intellectual property rights in:
 - (i) any of your feedback on, or in connection with, Supercede and/or content submitted to us; and
 - (ii) improvements (including ideas for improvements and software code, documentation or other material documenting improvements) to Supercede, that you make publicly available to us, including through Supercede or on any other application, platform or open source repository.

11 General

- (a) If we agree in writing, you can assign your rights under this Agreement or delegate your obligations under this Agreement to any person. Otherwise, you cannot do this for any reason. We may assign our rights and/or delegate our obligations under this Agreement at any time and without notice to you.

- (b) If we do not insist that you perform your obligations under this Agreement, it does not mean you do not have to. Similarly, if we do not enforce our rights under this Agreement, or we delay in doing so, it does not mean we have given up those rights.

- (c) Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.

- (d) This Agreement and Acceptable Use Policy, User Policy, Privacy Policy and the Cookie Policy and any Master Services Agreement (if applicable) the constitutes the entire agreement between you and us in relation to its subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written

or oral, in relation to that subject matter.

- (e) You acknowledge that in agreeing to the terms contained in this Agreement, you have not relied upon any oral or written statements, promises, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the subject matter of this Agreement at any time before your acceptance of this Agreement (**Pre-Contractual Statements**), other than those that are set out expressly in this Agreement. You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this clause shall exclude or restrict liability of you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).
- (f) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed exclusively by and are construed exclusively in accordance with the law of England and Wales. You and we agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- (g) References to the word “include” or “including” (or any similar term) in this Agreement shall mean including without limitation.