

# Ki Website Terms & Conditions

## Introduction

This website is run and operated by Ki Group Services Limited whose registered address is The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB.

ATTENTION: These terms and conditions apply to the entire contents of the website <https://ki-insurance.com>.

Please read these website terms and conditions carefully before using the website. Using the website indicates that you accept these website terms and conditions in full. If you do not accept these website terms and conditions, please do not use the website. These website terms and conditions are issued by Ki Group Services Limited (Company). The Company may revise these website terms and conditions at any time. You should check these each time you revisit the website.

These legal terms (English law) are between the customer (You/Your) and Ki Group Services Limited. (We/Us/Our/Ki/Company) when you use the website.

By agreeing to these Website Terms and Conditions you also agree to our Privacy Policy.

To contact us please email [compliance@ki-insurance.com](mailto:compliance@ki-insurance.com).

## Other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of the website:

- Our Privacy Policy - see further under 'How is your personal data collected'. This also includes information on how we use cookies on the website. You can access our privacy policy in the footer of the Ki website.
- Ki uses Google to geocode addresses provided by you in your use of the website. By continuing to use our website, you are accepting Google's Terms of Service, including the Terms of Service for Google's Geocoding APIs.

## We may make changes to our website

We may update and change the website from time to time to reflect changes to our products, our users' needs and our business priorities or any other relevant business reason.

## We may suspend or withdraw the website

The website is made available free of charge.

We do not guarantee that the website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the website for business and operational reasons.

You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

## **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms and conditions to another organisation.

## **How you may use material on the website**

We are the owner or the licensee of all intellectual property rights on the website, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts, of any page(s) from the website for your personal use and you may draw the attention of others within your organisation to content posted on the website.

You must not modify the paper or digital copies of any materials you have printed off 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.

Our status (and that of any identified contributors) as the authors of content on the website must always be acknowledged.

You must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from us or our licensors.

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

## **Prohibited uses**

You may use the website only for lawful purposes. You may not use the website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the website in contravention of the provisions of these terms and conditions
- Not to access without authority, interfere with, damage or disrupt:
  - o any part of the website;
  - o any equipment or network on which the website is stored;

- o any software used in the provision of the website; or
- o any equipment or network or software owned or used by any third party.

### **Breach of these website terms and conditions**

When we consider that a breach of these website terms and conditions has occurred, we may take such action as we deem appropriate.

Failure to comply with these website terms and conditions constitutes a material breach of the terms of use upon which you are permitted to use the website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the website.
- Immediate, temporary or permanent removal of any contribution uploaded by you to the website.
- Issue of a warning to you.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

### **Do not rely on the information on the website**

The content on the website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the website.

Although we make reasonable efforts to update the information on the website, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up to date.

### **We are not responsible for websites we link to**

Where the website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us at [compliance@ki-insurance.com](mailto:compliance@ki-insurance.com).

### **How we may use your personal information**

We will only use your personal information as set out in our privacy policy which is accessible via the website.

We are not responsible for viruses and you must not introduce them

We do not guarantee that the website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the website. You should use your own virus protection software.

You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the 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. 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 the website will cease immediately.

### **Rules about linking to the website**

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.

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 the website in any website that is not owned by you.

The website must not be framed on any other site, nor may you create a link to any part of the website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards outlined above.

If you wish to link to or make any use of content on the website other than that set out above, please contact [compliance@ki-insurance.com](mailto:compliance@ki-insurance.com).

### **Liability**

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the website), and any of the Company's group companies (being any subsidiary or holding company (as defined by section 1159 of the Companies Act 2006) from time to time of that company, any subsidiary from time to time of a holding company of that company or under common ownership with that company) and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any indirect or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, any websites linked to the website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.

Nothing in this legal notice shall exclude or limit the Company's liability for: death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or fraud; or fraudulent misrepresentation; or any liability which cannot be excluded or limited under applicable law.

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

### **For registered Ki Users**

By accessing the Ki Platform, you agree to the Ki Individual Platform User Agreement and the following terms and conditions of use of the Ki Platform:

Your username and password details are kept secure and are not shared with or used by anyone other than you.

You may only use the Ki Platform for obtaining a quote from Ki Syndicate 1618 (“Ki”).

You shall not use the Ki Platform to do any of the following:

- to post any particulars of risks which you are not authorised by law to place or to conclude;
- to submit to the Ki Platform any material which appears to be unlawful, offensive, abusive, obscene, indecent, threatening, untrue or defamatory or which is in breach of a right of privacy;
- to infringe the intellectual property rights, breach of confidence, or violate any other legal rights of any person, business, company or organisation, including to post or publish materials on the Ki Platform which belong to another person, business, company or organisation including to post or publish materials on the Ki Platform which belong to another person, business, company or organisation unless with the material owner’s consent;
- to commit, encourage or aid the commission of a criminal offence;
- to insert, transmit or distribute data which it knows or ought to have known contain viruses or corrupt data;
- to prevent or restrict any other Ki Platform user or any of their individual users from using the Ki Platform; and
- to delete or alter in any way any intellectual property notice or other legal notice from the Ki Platform.

You undertake:

- to notify Ki promptly in the event that any information provided to Ki alters in any respect;
- not to use the Ki Platform for any purpose that is unlawful or prohibited by any laws, without limitation;
- not to disclose, delegate or assign your username or password to any other person or entity;
- make and use all best efforts to keep your username and password secret and confidential;
- use your username and password solely for the purposes of utilising the Ki Platform;
- and

- promptly notify Ki of any actual or suspected breach of security of the Ki Platform, such as loss, theft or unauthorised disclosure of your username or password.

You shall contact Ki if:

- You have reason to believe that someone else knows your username or password;
- You lose your username or password; and/or
- You have reason to believe that someone else is trying to access your details.

You shall not use the Ki Platform nor store, distribute or transmit any material through the Ki Platform in a way that could reasonably be determined to:

- violate any laws;
- a tortious or otherwise wrongful act, including, without limitation, the communication of libellous, defamatory, scandalous, threatening, harassing, or private information (without consent) or communicating content that is likely to cause emotional distress;
- violate any copyright, patent, trademark, trade secret or other intellectual property rights of others;
- obtain or attempt to obtain unauthorised access, such as attempting to circumvent or circumventing any authentication or other security feature of the Ki Platform. This includes accessing data not intended for you, logging into a server or account you are not authorised to access, or probing the security of the Ki Platform;
- interfere or attempt to interfere with service of the Ki Platform by use of any program, script, command or otherwise. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload the Ki Platform or to burden it excessively;
- introduce viruses, worms, harmful code and/or Trojan horses;
- communicate a message with deceptive absent or forged header or sender identification information; and/or
- propagate chain letters and pyramid schemes, whether or not the recipient wished to receive such mailings.

You will promptly notify the Ki team (compliance@ki-insurance.com) in writing upon becoming aware of any event or circumstances concerning your use of the Ki Platform, or the content of the Ki Platform, that might reasonably be expected to give rise to a claim or demand against Ki.

You shall not intentionally do or omit to do anything that might adversely affect the operation of the Ki Platform.

Ki reserves the right to:

- modify the Ki Platform in any way it sees fit including network, system configurations or routing configurations; or
- modify or replace any hardware or software in its network or in equipment forming part of the Ki Platform or used to deliver any service.

Ki may suspend the use of the Ki Platform at any time for reasonable security reasons.

You agree Ki accepts no responsibility or liability;

- relating to the authorisation or licensing of you, under laws, to undertake the business intended by the use of the Ki Platform; and
- for the accuracy, validity or completeness of any information provided by you.

Ki shall not be liable for:

- special, indirect or consequential loss;
- loss of profit, goodwill or business (whether as direct or indirect losses);
- any loss arising out of your delay in use or inability to use the Ki Platform, in whole or in part, whether such loss arises by way of contract, tort (including negligence) or otherwise;
- any loss arising from any material on the Ki Platform, whether such loss arises by way of contract, tort (including negligence) or otherwise; or
- any loss arising from any link to another platform or website, whether in contract tort (including negligence) or otherwise.

Notwithstanding the above, Ki does not limit or exclude its liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation; or
- any other liability that could not, as a matter of law, be excluded or limited.

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.

Our trademarks are registered

Ki™ is a UK registered trademark (UK00003468830) of Ki Financial Limited. You are not permitted to use it without our approval.

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