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Please ensure that you check these Terms and Conditions regularly to view any changes which may have been made, because by continuing to use the Sites after these Terms and Conditions have changed, you will confirm that you have read and understood, and agreed to be bound by, any revised Terms and Conditions.

Your Information and Privacy

For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy, please see our Privacy Policy, which includes information on how we use cookies on the Sites.

Conduct

You agree (i) not to use the Sites to upload or distribute in any way files that contain viruses, bugs, corrupted files, or any other similar software or programs that may damage the operation of computer hardware or software; (ii) not to interfere or disrupt the Sites or any networks connected to the Sites; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of the Sites or any transactions being offered at the Sites; (iv) not to take any action that imposes an unreasonable or disproportionately large load on Collective Society Ltd's infrastructure; (v) not to use the Sites to collect or harvest personal information, including, without limitation, financial information, about other participants at the Sites; (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and (vii) not to post any misleading, fraudulent,



defamatory, obscene or otherwise illegal information on the Sites. You agree not to use the services available at the Sites for illegal purposes, and to comply with all regulations, policies, and procedures of networks connected to the Sites.

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Links

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No Warranties

Without limiting the foregoing, Collective Society Ltd does not make any warranty that (i) the services offered on the Sites will meet your requirements, (ii) the services offered on the Sites will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the services will be accurate or reliable, (iv) the content or information available on the Sites is complete, accurate or available, or (v) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations. No advice or information, whether oral or written, obtained by you from Collective Society Ltd or through the Sites shall create any warranty not expressly made herein.



Limited Liability

Whether you're a consumer or a business user:

We don't exclude or limit in any way our liability to you where it would be unlawful for us 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

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you. We'll set these out in our terms and conditions of supply.

If you're a business user:

We exclude all implied conditions, warranties, representations, or other terms that may apply to the Sites or any content on any of the Sites.

Collective Society Ltd and its shareholders and affiliates will not be liable 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 the use of, or inability to use, the Sites or the use of or reliance of any content of the Sites.

In particular, we won't be liable for loss of business, profits, sales or revenue, loss of use or of data, interruption of business, loss of goodwill or reputation, indirect, or consequential damages of any kind even if we've been advised of the possibility of such loss and whether or not we had any knowledge, actual or constructive, that such damages might be incurred.

This exclusion includes, without limitation, any liability that may arise out of third-party claims against you.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the services provided on the Sites or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Nothing in this agreement excludes a party's liability for death or personal injury caused by negligence.

Monitoring

You acknowledge that Collective Society Ltd or its designees reserves the right to, and may from time to time, monitor any and all activity or information transmitted or received through



the Sites. During monitoring, information may be examined, recorded, copied, and used for authorised purposes. Use of the Sites, authorised or unauthorised, constitutes consent to such monitoring. For more information, please our Privacy Policies, which includes our policy on cookies.

Provision of Data

In order to participate in the services offered at the Sites, you must provide certain current, complete, and accurate information about you as prompted to do so by our online forms. We process any personal information that you supply to us via our online forms in line with our Privacy Policies, in which includes our policy on cookies.

Halo app

If you wish to enable the crash detection and share your location functionalities you may choose to store your first and last name in the app, as well as details of your safety contacts. If the crash detection or share your location functionalities is triggered, the app will attempt to transfer data from your device to the emergency contact via our servers. Please make sure that you switch the crash detection service off if you lend your device to another person.

We may collect location data (but you can turn location services off). Certain services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for Halo on the device however this will affect the functionality. If you use these services, you consent to us and our affiliates' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may stop us collecting such data at any time by turning off the location services settings on your device(s) privacy settings.

Further details regarding Halo and are use of data are set out in our Privacy Policy.

Accessibility

If you have trouble using our Sites with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by contacting us on the details below. These Terms and Conditions can also be made available in a larger print, should you require it. We appreciate your feedback and your suggestions will help us to improve our service to you.

Termination

Collective.

You agree that Collective Society Ltd may, in its sole discretion, deny you access to the Sites and disable any username and password associated with you for any reason, including, without limitation, if Collective Society Ltd believes in its sole discretion that you have violated or acted inconsistently with the letter or spirit of these terms. Collective Society Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services offered under the Sites (or any part thereof) with or without notice. You agree that Collective Society Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services offered under the Sites.

General

The Sites are created and controlled by Collective Society Ltd in the United Kingdom and the laws of England and Wales govern these terms and you and Collective Society Ltd agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Collective Society Ltd reserves the right to make changes to this Site and this agreement at any time.

Collective Society Ltd reserves the right to refuse to list or to discontinue the listing of any services as it may choose in its sole discretion and without notice. Without limiting the generality of its right to exclude or discontinue the listing of services, Collective Society Ltd may, in its sole discretion, exclude services from the Site if they are believed not to meet applicable industry standards or if Collective Society Ltd receives complaints from users of the Site regarding listed services.

Collective Society Ltd's role in insurance transactions

If Collective Society Ltd is involved in the insurance transaction between the buyer and insurer, this will be expressly set out in the Terms of Business.

Your Password

You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your username or password. You agree to (i) immediately notify Collective Society Ltd of any unauthorised use of your username or password or any other breach of security, and (ii) ensure that you exit from your account at the end of each session.

Payment Details

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Where Collective Society Ltd takes your bank account/credit card payment details for the payment of financial services/insurance, we only do so with your authorisation. Wherever we do this, we use 128-bit encryption, as well as SSL certificates when transmitting payment data to our payment providers who are currently Stripe (for Debit and Credit Card payments) in order to protect your data. Collective Society Ltd might change our payment providers to ones that we consider suitable at any time. Collective Society Ltd will only use payment providers who comply with data protection legislation and hold your details in as secure a manner as possible. Collective Society Ltd do not hold your payment details directly on our systems, although we are able to securely reference these details directly with the payment provider.

Finally – if in doubt, contact us

If you have any queries, comments or complaints regarding the Site of these Terms and Conditions, just get in touch. You can write to us at:

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