TERMS OF USE

TERMS AND CONDITIONS OF USE OF THIS WEBSITE

By accessing or using the Intact Insurance Ireland DAC www.intactinsurance.ie website (the "Site"), you acknowledge and agree to the disclaimers, terms and conditions ("Terms") set forth below. If you do not agree to these Terms, you should not use the Site. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time. You should check these Terms periodically for changes as by using the Site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them.

APPLICABILITY OF TERMS AND CONDITIONS

These Terms apply to your use of the Intact Insurance Ireland DAC www.intactinsurance.ie website which is operated and owned by Intact Insurance Ireland DAC which is a registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. By using the Site, you agree to be legally bound by these Terms just as if you had signed them.

ONLINE QUOTATION FACILITY

These Terms may be supplemented by additional terms and conditions pertaining to specific content and activities. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these Terms.

Specific terms and conditions governing this aspect of the Site are highlighted on the relevant pages and are incorporated into these Terms by reference. Intact Insurance Ireland DAC reserves the right to refuse any online quotation applications for any reason.

ONLINE PURCHASES

In the event that you choose to purchase an insurance policy using our website, you will be asked to provide further personal information and payment details. Your payment details will be processed by Intact Insurance's contracted payment processors and will be securely disclosed by Intact Insurance Ireland DAC to its contractors for this purpose. The specific terms and conditions governing your purchase will be presented to you for

acceptance prior to conclusion of your contract and, in line with applicable law, you will receive a confirmation copy of the full contract terms after your payment has been received.

ADVICE

THE SITE IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE FINANCIAL OR OTHER PROFESSIONAL ADVICE IN ANY WAY. We recommend that you seek advice from a financial consultant before making any financial or investment decisions. More details and full terms and conditions on all our products are available on request.

INTELLECTUAL PROPERTY

Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to access and use the Site and the material displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials. All materials incorporated in or accessible through the Site, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of the Site), are protected by Irish and international copyright laws, and are owned, controlled or licensed by Intact Insurance Ireland DAC or by the original creators of such materials or their permitted

Commented [MM1]: New website link needed

licensors. Such materials may be used only for viewing the Site in the ordinary course or as a resource for purchasing the products offered through the Site. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited. The Intact Insurance Ireland DAC trademarks are owned by Intact Insurance. The trademarks or any other trademark (registered or unregistered) of Intact Insurance Ireland DAC cannot be used in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Intact Insurance Ireland DAC.

PRIVACY AND SECURITY

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our **Data Protection Notice**. You should review our **Data Protection Notice**, which is incorporated into these Terms by this reference.

LINKS

The Site may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Intact Insurance Ireland DAC of the content on such third-party websites. Intact Insurance Ireland DAC is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third-party sites.

Intact Insurance Ireland DAC generally welcomes the hyper-linking to the Site from other appropriate websites provided such links are to the Site's homepage (and no deeper within the Site) and provided we give our consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons. Any links to the Site from another website must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impair the visitor's user experience. Screen-scraping or similar unauthorised extraction of data from our Site is expressly prohibited.

DISCLAIMERS OF WARRANTIES

THIS SITE IS PROVIDED BY INSURANCE IRELAND DAC ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INTACT INSURANCE IRELAND DAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OFMERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATABILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER INTACT INSURANCE IRELAND DAC, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVELICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THE SITE OR ANY FUNCTION CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTACT INSURANCE IRELAND DAC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS INCORPORATED IN THE SITE OR ANY THIRD-PARTY SITE ACCESSED THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. ALTHOUGH THIS SITE IS ACCESSIBLE WORLDWIDE, NOT ALL PRODUCTS OR SERVICES DISCUSSED OR REFERENCED HEREIN ARE AVAILABLE TO ALL PERSONS OR IN ALL GEOGRAPHIC LOCATIONS. INTACT INSURANCE IRELAND DAC RESERVES THE RIGHT TO LIMIT, IN ITS SOLE DISCRETION, THE PROVISION AND

QUANTITY OF ANY PRODUCT OR SERVICE TO ANY PERSON OR GEOGRAPHIC AREA IT SO DESIRES. ANY OFFER FOR ANY PRODUCT OR SERVICE MADE IN OR THROUGH THIS SITE IS VOID WHERE PROHIBITED. THESE DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY

You expressly understand and agree that (to the fullest extent permitted by law) Intact Insurance Ireland DAC shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from your use of, or the inability to use, the Site.

YOUR SUBMISSIONS TO US

You agree not to use the Site or cause or permit the Site to be used:-

- so as to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
- for any commercial purpose including any screen-scraping, direct marketing, surveys, contests or pyramid schemes, nor to use the Site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material:
- to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- contrary to the terms and conditions of any Internet Service Provider whose services you may use.

GOVERNING LAW AND JURISDICTION

The Site has been created and is controlled by Intact Insurance Ireland DAC in Ireland. These Terms will be governed by, and construed and enforced in accordance with, the laws of Ireland. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Irish courts.

ENTIRE AGREEMENT

These Terms of Use together with any conditions set out in documentation accessed by you through the Site contain the entire agreement between Intact Insurance Ireland DAC and you with respect to your access to and use of the Site and any third-party site accessed through the Site. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

CONTACTING US

If for any reason you wish to contact us, please visit Contact us to do so.

Commented [MM2]: Link to new contact us page