#### **FRONTIER**

### **Terms of Use**

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These Terms of Use govern your use of Frontier website (the "Website"). By using this Website and its services you agree to be bound by these Terms of Use. If you do not accept these Terms of Use you must not use this Website or any of its services.

### 1. INTENDED AUDIENCE AND TERRITORY

- 1.1 To access certain areas of the website you will be required to complete a registration form. You are responsible for ensuring that you provide Marsh with a valid email address, that the frontier.marsh.com email domain is white-listed and that the email account does not block emails from Frontier. Marsh accepts no responsibility for the no receipt of any email communication sent to you.
- 1.2 In completing the registration form you represent and warrant that the information given is accurate and complete. You hereby consent to Marsh using your email address to provide you with the information or report you have requested using the Website. Further, Marsh will hold and use such only in accordance with the terms under clause 7.

### 2. SCOPE OF SERVICES

- 2.1 This website provides security, health, transportation and travel (among other risk themes) information and alerts on countries worldwide, including the provision of embassy risk ratings and geo-fencing capability. The information feed is drawn from multiple sources as managed by ISARR.
- 2.2 The information, views and opinions expressed on this Website, or contained within any documents accessible via the Website, are for information only and do not constitute financial, investment, legal or any advice whatsoever. They are intended only to assist you in conducting your own independent research and then to decide for yourself the accuracy and merits of the information. In particular the information contained within the Website, or contained within any documents accessible via or generated using the Website should not be relied upon in any decision making (whether financial, investment or otherwise) without seeking independent professional advice.

### 3. YOUR INFORMATION

3.1 You shall ensure that any information that you provide to us using the Website will not be false, inaccurate, misleading, fraudulent, infringe any third party's intellectual property rights, violate any law, statute or regulation, be defamatory, trade libellous, unlawfully threatening or unlawfully harassing, obscene, blasphemous, contain any pornography, contain any virus or other damaging computer program, create liability for Marsh or cause Marsh any loss.

#### 4. INTELLECTUAL PROPERTY

- 4.1 Unless otherwise stated, the Website and all content and information including but not limited to text, photographs, databases, software source code, underlying technology, graphics, reports and other such materials contained within the Website (the "Marsh Information") are owned by and/or or licensed to Marsh and/or its licensors. For the avoidance of doubt, Marsh and/or its licensors owns the copyright and all other intellectual property rights subsisting anywhere in the world in relation to the Marsh Information.
- 4.2 All trademarks, service marks, trade names and logos contained on the Website are owned or licensed by Marsh respectively.
- 4.3 You acknowledge and agree that you are permitted to review, print and make a reasonable number of copies of the Marsh Information for your personal use only. You may share the Marsh Information with third parties strictly provided that:
  - (a) the recipient of the Marsh Information is aware of and agrees to these Terms of Use and in particular the restrictions and liability provisions set out herein; and
  - (b) that the disclaimer which shall be included in the Marsh Information generated using the Website is not removed for any reason whatsoever and clearly communicated to the recipients.
- 4.4 Nothing contained in these Terms of Use shall be construed as conferring by implication, or otherwise any licence or right to use any trademark, design right or copyright of Marsh, any company within the Marsh Group, or any third party.

### 5. LIMITATION OF LIABILITY

- 5.1 Marsh shall not be liable to you or any user or recipient of the Marsh Information 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:
  - (a) use of or inability to use the Website or Marsh Information;
  - (b) loss of profits, sales, business or revenue (whether direct or indirect);
  - (c) business interruption;
  - (d) loss of anticipated savings;
  - (e) loss of business opportunity, investment decisions made, goodwill or reputation; or
  - (f) any indirect or consequential loss or damage.
- 5.2 Marsh will not be liable if and to the extent that any losses, damages, cost or expenses suffered by you are due to the provision of false, inaccurate, misleading or incomplete information or documentation by you or any third party or due to the acts or omissions of any person other than Marsh or any of its partners, agents or employees including without limitation the incorrect use of the service by you or your failure to correctly input any data and/or information in connection with the services.
- 5.3 Marsh assumes no responsibility for content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. Marsh shall not be liable for any loss or damage that may arise from your use of these third party websites.

- 5.4 Except as expressly set out in these Terms of Use, all other warranties and conditions, whether implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the extent permitted by law.
- 5.5 Nothing in this clause 5 shall exclude or restrict any liability for personal injury, death, fraud or dishonesty or otherwise to the extent that it cannot be excluded or limited by law.

### 6 NON-RELIANCE OF INFORMATION

- 6.1 The information, views and opinions expressed on this Website, the Marsh Information or contained within any documents accessible via or generated using the Website, are for general information only. It is not intended to amount to advice of any kind (whether financial, investment, legal or otherwise) on which you should or may rely. In particular, the information contained within the Website, the Marsh Information or contained within any documents accessible via or generated through the Website should not be relied upon for making any decision. You must obtain independent professional or specialist advice before making or refraining from any action on the basis of the content of this Website.
- 6.2 Although Marsh makes reasonable efforts to update the information on the Website, Marsh makes no representations, warranties or guarantees, whether express or implied that the content on the Website, the Marsh Information or any documents accessible via or generated using the Website are accurate, adequate, complete, correct and up to date.
- 6.3 Marsh does not represent or warrant that operation of the Website will be uninterrupted or error free at all times, that defects will be corrected, or that the Website or the server from which it is accessed are free from viruses, worms, Trojan Horses or other harmful components.

# 7 PERSONAL DATA

- 7.1 In order to provide you with access to and use of the Website and our related services pursuant to these Terms of Use, Marsh will collect some basic information about you. This information will include your name, email address and the company you work for. Marsh will not collect special categories of personal data about you (e.g. about your health) and information relating to criminal convictions and offences or any other personal data that is not necessary to provide you with access to the Website and the services under these Terms of Use.
- 7.2 At times, the performance of our obligation and the provision of the services under these Terms of Use necessitate the sharing of your personal data with members of the Marsh Group and with Marsh's trusted service providers. These may include the transfer of your personal data outside the UK and the European Economic Area (EEA) to countries that have less robust data protection laws. Any such transfers outside the EEA will be made with appropriate safeguards stipulated by applicable data protection laws.
- 7.3 You also have certain rights in relation to your personal data such as your right to access your personal data, for your personal data to be corrected if there are mistakes on file and erasure of records that are no longer required.

More information about Marsh's use of personal data is set out in our Privacy Notice.

To submit questions or requests regarding this Privacy Notice or Marsh's privacy practices, please write to the Data Protection Officer at the following address:

The Data Protection Officer Marsh Ltd Tower Place London EC3R 5BU

Phone: 020 7357 1000

Email: dataprotection@marsh.com

## 8. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of England and Wales. The Company and Marsh hereby submit to the exclusive jurisdiction of the English Courts.

# 9. Regulatory Information

Marsh Limited is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking. Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Registered in England No 01507274

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