

Terms and Conditions of Use

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The P&C Insurance Digest™ (“the website”) is an online academy provided and maintained by MatBlas Limited (“MatBlas”, “We”, “Us”), registered in England and Wales under company registration number 6182887, VAT registration number 919 2518 12 and registered office at MatBlas Ltd, 16 Beaufort Court, Admirals Way, Canary Wharf, London E14 9XL.

By using our services, you agree and are bound by these Terms and any policies mentioned herein. If you do not agree to these Terms in whole or in part, please discontinue the use of the website immediately.

1. Who are our services for

- 1.1 To join The P&C Insurance Digest™ you should either be on full time, part-time or temporary employment, be on work experience, internship or occasionally working in a company or organisation within the insurance sector including but not limited to insurance or reinsurance company, insurance or reinsurance broker, wholesale broker, agency or managing agency, consultancy, underwriting or market association, professional body or organisation, university or college.
- 1.2 To register, you must provide a valid company name and e-mail address meeting the criteria above, otherwise your application may be rejected. We may consider any special circumstances if you contact us at info@insurance-digest.com with details of your specific circumstances.
- 1.3 Any use or access by anyone under the

age of 18 is strictly prohibited. We reserve the right to grant express consent of use of our Service to any person under the age of 18 subject to obtaining prior written consent by a parent or guardian.

2. Our licence to you

- 2.1 Subject to these Terms and our policies, we grant you a limited, personal, non-exclusive, non-transferable, and revocable licence to use our Services. You may download and access content from our Services only for your personal, non-commercial use, unless you obtain MatBlas's written permission to otherwise use the content.
- 2.2 You also agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

3. Membership and accessibility

- 3.1 To access any part of our services you must register as a member by creating an account. When you register, you must choose a unique user name and you must provide a unique, valid email address.
- 3.2 Entering an invalid email address will cause your user name to become unusable by anyone, until the information in your account is manually corrected by a moderator or administrator after you have made contact with us.
- 3.3 Duplicate user names and email addresses are not allowed, so if the name or address you enter is already in use, you will be prompted to choose another one.

3.4 Do not choose a user name that may lead people to believe you are someone other than yourself. By all means remain anonymous but masquerading as another person will lead to banning.

3.5 You must select your own password and this should be kept safe and confidential to avoid others accessing your account. If you forget your password, a reminder can be sent by e-mail from the login area. It is recommended that you change your password at least every three months.

3.6 There are three levels of accessibility:

- Free courses provides unlimited access to foundation level courses at no cost to you.
- Pays-as-you-learn courses are intermediate or advance courses available at a fee and these will be available for a specified period of time from the time of purchase. The length of time will depend on the duration of the selected course.
- Corporate membership includes unlimited access to all courses available on the website. All employees from the company holding the corporate membership will have 24/7 access to any of our courses.

3.7 Free memberships do not expire, but we reserve the right to cancel or suspend memberships from users that:

- Have not shown any activity for a considerable period of time, prior to contacting the user to confirm.
- No longer works for the organisation he/she originally registered with.
- Show significant activity from a number of IP addresses and countries. In this case we may investigate if the user has shared his/her user name with other people.
- Have or have attempted to violate copyright laws by hacking or forcefully downloading material from our website.

3.8 By creating an account, you agree to abide by the following Terms of Membership:

3.8.1 In forums, live discussions, chat rooms and live seminars and courses users attending will be displayed with their user name. No one other than the user and The P&C Insurance Digest™ s administrators will have access to e-mail addresses and contact details of any member.

3.8.2 The P&C Insurance Digest™, at its own discretion, may bar registration from any specific email service or ISP, or organisation that poses a potential threat of competition or duplication or copy of our services or that is not in a good standing business relationship with MatBlas Limited.

3.8.3 Any message posted on our forums expresses only the views of the author of the message and

- does not necessarily reflect the views of The P&C Insurance Digest™ or MatBlas Limited or any person or entity associated with them. By joining us, you agree that neither The P&C Insurance Digest™, nor MatBlas Limited, nor any person or entity associated with them, will be held responsible for the contents, accuracy, completeness or validity of any information posted by any members in them.
- 3.8.4 Be aware that we aim to make The P&C Insurance Digest™ a pleasant community for discussion of insurance related techniques, concepts, current issues and other matters. There are widely recognized conventions among such forums and we expect you to abide by these. This includes but are not limited to being polite and respectful of others' opinions, remain professional at all times, not using vulgar or threatening language, not bumping messages, no bullying, etc.
- 3.8.5 We reserve the right to temporarily suspend and permanently delete any member that uses inappropriate wording and shows disrespect to other members.
- 3.8.6 Do not use the website in a way that may cause it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the website is in any way impaired. Do not access or attempt to access any part of the website that you are not authorised to access and do not penetrate or attempt to penetrate website security measures.
- 3.8.7 All the contents of this web site including the design, text, graphics, their selection and arrangement, are copyright of MatBlas Limited except where a different copyright is explicitly mentioned. All rights are reserved and all moral rights are asserted and reserved.
- 3.8.8 No part of this website and its contents in any format may be permanently copied or reproduced in any form or reproduced on any other website or stored in or transmitted to or from any other electronic or digital form in whole or in part.
- 3.8.9 You agree that you will not use our forums to post any material, or links to any material, which is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, racist, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise in violation of any law.
- 3.8.10 You agree that you will not post any copyrighted material without the express permission of the copyright holder, unless such copyright is owned by you, The P&C Insurance Digest™ or MatBlas Limited. Advertisements, chain letters, pyramid schemes, and solicitations are not permitted on The P&C Insurance Digest™.

3.8.11 We have the ability to edit and/or remove objectionable messages. Any user who believes that a posted message is objectionable is encouraged to contact us immediately by email to info@insurance-digest.com.

Upon receipt of such notification, we will make every effort to take such action as we deem necessary within a reasonable period of time. Since this is a manual process, you are advised that we may not be able to remove or edit particular messages immediately.

3.8.12 The P&C Insurance Digest™ reserves the right to edit or delete any message for any reason whatsoever, at our sole discretion. You agree that you are solely responsible for the content of your messages, and that you will indemnify and hold harmless The P&C Insurance Digest™, MatBlas Limited, any contributors and any of our provider that are involved in the development of our website, their agents and employees with respect to any claim based upon the appearance and/or transmission of your message(s).

3.8.13 In the event of any complaint or legal action arising from any message, public or private, posted by you, MatBlas Limited reserves the right to reveal your identity and any other information we may know about you, including but not restricted to the contents of your private messages.

3.8.14 The P&C Insurance Digest™ and MatBlas Limited cannot be held responsible for any problems arising from the use of any files attached to posts or any section of our website.

4. Code of conduct and honour

4.1 All members agree and abide the following code of conduct:

4.1.1 I will register for only one account. I will notify The P&C Insurance Digest™ immediately of any change in employment that may lead to having more than one account.

4.1.2 My answers to quizzes and assessments will be my own work.

4.1.3 I will not make the content and solutions to any quiz or assessment available to anyone else, except when it is explicitly permitted in a live course or forum.

4.1.4 I will not engage in any dishonest activity that would improve my results or cause disadvantage to others.

5. Limitations on use

5.1 The content on this website is for individual use only and not for commercial exploitation by you. You may use this site for your own personal and professional development and for use within your organisation. You may not create derivative works from the website or the content without written permission from MatBlas Ltd. Nor may you use any software to access or extract the website's architecture, data about usage or users. You may

not use any robot, spider, or other automatic or manual device or process to monitor or copy the content of the website. You shall not print, download, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, nonprofit or public purposes all or any portion of the website, except to the extent permitted above. Any unauthorised use of the website or the content is prohibited.

6. Indemnification

6.1 You agree to indemnify, defend, and hold harmless MatBlas Ltd from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

7. Our courses

7.1 Our courses cover technical aspects related to insurance operations, including but not limited to actuarial techniques, claims handling, reinsurance and regulatory aspects of the insurance industry. While we aim to make our courses as practically relevant and as up to date as possible, there may be changes affecting how the insurance industry operates that are not yet reflected in our courses.

7.2 Throughout our courses we aim to use standard accepted terminology in the insurance industry, but there may be terminology and jargon specific to internal processes and reports of an organization that may not match the terminology used in our courses. It is the responsibility of the user to make the links between the terminology in our courses and those of his/her organisation. We would be happy to assist in creating those links, please contact us at info@insurance-digest.com.

7.3 MatBlas Limited reserves the right to update, interrupt, re-schedule or modify any of our courses without prior notification. However, to minimise disruption to any user, we will aim to provide advance notice of such change to allow users to complete any outstanding modules prior to any change taking place.

7.4 Courses are offered subject to the Disclaimers and Limitation of Liability clauses below.

7.5 The P&C Insurance Digest™ is not associated with any educational institution or professional bodies and therefore the content of our courses may not be appropriate to prepare for any academic or professional examination.

8. Actuarial advice

8.1 The website and the content do not constitute actuarial advice for any insurance or reinsurance company, managing agent or brokers, or any company whatsoever. The implementation of any of the concepts, methods or techniques

covered throughout our material should only be done in conjunction with the advice of an actuary or qualified insurance professional.

9. Intellectual Property Rights

- 9.1 All content in this website, unless otherwise indicated, is protected by copyright laws including, but not limited to, copyright, trade secret, patent and trademark law. Unless expressly provided in writing in these Terms of Use, MatBlas Ltd does grant or transfer any of its copyrights, trademarks and patents to you. As such, the content of the website should be used accordingly.
- 9.2 We will own copyright and all the other intellectual property rights in the product of our services, whether oral or tangible, in the course of delivering any training course. We retain the ownership of our working papers and all other course materials. No report, document or publication produced by us (in whatever form) may be reproduced, in whole or in part, without our prior written consent.
- 9.3 Any course material provided to delegates during the course (including printed and electronic material) is and will remain to be intellectual property of MatBlas. Therefore, it would not be appropriate for delegates to share any part of the course material with any third party for training or professional development purposes.
- 9.4 MatBlas permits the use of any training material indefinitely as reference material for delegates to

implement the learned concepts for his/her company's own internal business purposes.

- 9.5 Where applicable, where you provide a written opinion or testimonial about any of the material in the website, you automatically agree that MatBlas Ltd can use it in publicity and marketing material. MatBlas may, at its discretion, contact you seeking approval to disclose your name along with the opinion or testimonial.
- 9.6 By accessing and using the website, whether free or paid material, does not transfer any intellectual property rights to you. However, material available for download could be use for an unlimited period of time for personal reference.

10. Warranty disclaimers

- 10.1 THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. MATBLAS LTD SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. MATBLAS LTD FURTHER DISCLAIMS ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU

ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Limitation of Liability

11.1 It is understood that the content of our training courses is theoretical in nature and thus, no part of the course content may be considered actuarial advice for any company or organisation.

11.2 We shall not be responsible, and thus shall have no liability, for the later inclusion or implementation of any concepts or techniques within any company's pricing models, business models and processes by any delegate attending our courses.

11.3 NEITHER MATBLAS LTD NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, ENABLED SITE OR THE P&C INSURANCE DIGEST™ CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, MOBILE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE P&C INSURANCE DIGEST™ OR MATBLAS LTD HAS BEEN INFORMED OF THE POSSIBILITY

11.4 IN NO EVENT WILL MATBLAS LTD'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO THE P&C INSURANCE DIGEST™ FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE CAUSE OF ACTION, OR ONE HUNDRED POUNDS (£100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE P&C INSURANCE DIGEST™, AS APPLICABLE.

12. Service level

12.1 The P&C Insurance Digest™ guarantees 99% network uptime each month for all. In the event we are not able to meet our uptime guarantee, corporate licence holders will not be charged for that month of service and Pay-as-you-learn courses will be extended accordingly.

12.2 For the purposes of these Terms, "network uptime" is defined as the period during which a User's webserver has external connectivity. Scheduled after-hours maintenance is not included in network uptime calculations. Need for scheduled maintenance is rare, and Users will be notified in advance of any scheduled maintenance that will result in more than 30 minutes of system unavailability.

13. Paid services and refunds

- 13.1 The P&C Insurance Digest™ offers paid Services and unless otherwise stated or agreed outside the system, all fees are quoted in Great British Pounds (GBP).
- 13.2 You are responsible for paying all fees and applicable taxes in a timely manner, unless otherwise agreed, all payments are due prior to the commencement of the course.
- 13.3 Corporate licence holders will have terms of payment specified in their licence agreement.
- 13.4 Pay-as-you-learn users would be prompted to pay the relevant fee in full using PayPal™ and will be bound by their terms of use and service and privacy policy.
- 13.5 If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. We reserve the right to change any fees at any time at our own discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy.
- 13.6 For corporate licence holders, cancellation and refund policy will be specified in the licence agreement.
- 13.7 For Pay-as-you-learn users, we will offer a refund of 90% of the paid fee (10% administration and handling fee) for cancellations made within 12

hours of purchase subject to none of the material having been downloaded or any video started. For cancellations, contact us at info@insurance-digest.com.

14. Third party content and providers

- 14.1 Some material on the website may be linked to third-party sites such as the Casualty Actuarial Society and The Institute and Faculty of Actuaries. We do not assume any responsibility and assume no liability for any third party content. Furthermore, you shall be responsible for complying with the terms of use of each website you visit.
- 14.2 All our material and its content, unless otherwise stated, is created, edited and produced by us or for us by third party external partners. However, by using our Services, you do not enter into a professional or business relationship with any of our third party providers. For additional information on third party providers, please contact us at info@insurance-digest.com.
- 14.3 The P&C Insurance Digest™ is a LearningCart enabled website and therefore subject to their terms of user and privacy policy. These terms of use comply with their terms of use. For further information on LearningCart's terms of use please visit www.learningcart.com.

15. Data protection and privacy policy

- 15.1 By joining The P&C Insurance Digest™ you are agreeing to be added to our mailing list. We will only contact users regarding news

related to the website, new releases, any changes or announcements. These emails inform members about activity on the website, give special offers, often exclusive to members, and inform members about events, publications, training and conferences. Should any member wish to be removed from this list they can send an email to unsubscribe@insurance-digest.com. These emails are intended as a benefit to members as part of our service to insurance industry and may not be considered "spam" or blocked or blacklisted on any Internet blocklist service.

- 15.2 We may also process personal data concerning our clients and contacts in other ways for our own business purposes (for example, but not limited to, billing, client management, archives, conflict checks and know-how).
- 15.3 By accepting these Terms of Use members give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs, subject to our Privacy and Cookies Policy, which can also be found on the website.

16. Security

- 16.1 We care about the security of our users. While we work to protect the security of your account and related information, MatBlas Ltd cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorised use of your account by

emailing info@insurance-digest.com.

- 16.2 By using our Services you agree to take all reasonable care and measures to keep you login information and account secure. Do not share your user name and password information with anyone and avoid using public computers to access any of our material.
- 16.3 You should avoid, to the extent possible, using unsecured public networks while accessing our services.

17. Assignment and Novation

- 17.1 If we merge with another company or transfer our business to another entity ("Successor Entity"), our business relationship with users shall not automatically terminate by reason of such merger or transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on these Terms of Use as setting out the continuing terms of business. If such transfer requires some official action by you we will communicate with you by e-mail to notify you of the necessary steps to be undertaken by you to enable continuity.

18. Governing Law and jurisdiction

- 18.1 These terms of business are to be governed by and construed in accordance with English law and any disputes arising in connection with the use of our services are to be

subject to the exclusive jurisdiction of the English Courts.

19. Jurisdiction of Services

19.1 MatBlas Ltd is registered in England and Wales and The P&C Insurance Digest™ is hosted in a server in The United States of America. Anyone who accesses this website must ensure they comply with the laws of the country where they are domiciled. Materials and products available from this website are subject to export control laws imposed by England and Wales and The United States of America. As such, materials from this website may not be exported to any jurisdiction that is prohibited by law. By downloading material from this website, you warrant that you are doing so in full compliance with the laws of England and Wales, The United States of America and the jurisdiction where you reside and where you are accessing the website from.

20. Errors

20.1 MatBlas does not represent or warrant that the website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We may make changes to the content or the website at any time.

21. Unlawful Activity

21.1 MatBlas will endeavor to investigate any suspicious or reported activities that it believes are in breach of these Terms of Use and will take appropriate actions to stop it,

including but not limited to blocking access to the website to specific users.

21.2 We reserve the right to notify the relevant authorities of any suspected unlawful activity or Cyber attack and will seek remedies available in law and in equity for any breach to these Terms of Use.

22. Severability

22.1 These Terms of Use, and our privacy policy constitute the entire agreement between MatBlas Limited and you. Where any of these terms may be considered unlawful, unenforceable or conflicting with any other part of the website, such terms would be considered severable from the other provisions, which will be deemed valid.

23. Dispute resolution

23.1 We prefer to resolve things amiably when possible. Therefore, Users agree to the following dispute resolution policy in connection with any potential claims or disputes arising from Members's use of the website. Start by notifying us of User dispute by sending a notice to support@insurance-digest.com.

1. **Informal Negotiations**: Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;

2. Arbitration: In the event that informal negotiations are unsuccessful, the parties agree to resolve any disagreements by arbitration or mediation.
3. Court proceedings: If for any reason arbitration is unsuccessful or unavailable to the parties, court proceedings may be filed in the relevant court in Greater London, England.

24. Feedback

- 24.1 We welcome feedback, comments and suggestions for improvements to the Services. Users can submit feedback by emailing us at support@insurance-digest.com.
- 24.2 Users grant to us a non-exclusive, worldwide, perpetual, royalty-free right to use, copy, modify, create derivative works based upon the feedback for any purpose.