



# ARACHAS

## Terms of Use

These terms of use apply to those accessing and using <https://www.arachas.ie> and <https://www.arachas-digital.com>.

Please read these Terms of Use carefully and our Privacy Policy and Cookies Policy which can be found on the Website. By proceeding further, you will be deemed to have read and accepted and be bound by these Terms of Use, Privacy and Cookies Policy.

### 1. Definitions

The following terms shall have the following meanings:

- “*Terms of Use*” - means these terms and conditions of use of the website and online Arachas digital quotation platform
- “*Arachas*” means Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre
- “*Insurers*” means the insurance companies with whom Arachas holds an agency appointment to promote and sell their insurance products
- “*Privacy Policy*” means the statement of practice as regards the privacy and security of your information when accessing and/or using the Website and any of its services including seeking a quote or purchasing an insurance policy. You can read a copy of the Arachas Privacy Policy by accessing the Privacy link at the end of the webpage
- “*you*” means any and all natural persons accessing or using the Website and/or availing of any information and/or services available through the Website;
- “*we*” and “*our*” and “*us*” means Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre as applicable; and
- “*Website*” means the website accessible at or via the following address: <https://www.arachas.ie>
- “*Quotation platform*” means the online quotation platform at or via the following address : <https://www.arachas-digital.com>

### 2. Governing Law and Jurisdiction

Information appearing on the Website is provided in accordance with and subject to the laws of the Republic of Ireland and the laws of the Republic of Ireland govern the conduct and operation of the Website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with these Terms of Use, the information contained on the Website, and any use made of that information. Any such claims or disputes shall be resolved in accordance with the laws of the Republic of Ireland.

### 3. Disclaimer as to accuracy of information

While Arachas uses reasonable efforts to include accurate and up-to-date information on its website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, Arachas makes no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall Arachas or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website. Arachas assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website. Arachas does not guarantee the accuracy, completeness or correctness of any information on its website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded. Where we provide a quote, it is indicative only and does not constitute an offer to purchase a product unless otherwise stated in the quote you receive.

Applications for products are subject to acceptance by the relevant insurer.

### 4. Online Quotation and Purchases

In the event that you choose to purchase an insurance policy using the Website, you will be asked to provide personal information and payment details. Your payment details will be processed by the Insurer’s contracted payment processors and will be securely disclosed by the Insurer to its contractors for this purpose. The terms and conditions governing a product you apply to take out will be provided to you at the time of purchase and you will be afforded an opportunity to ensure the product meets your needs.

### 5. Need for professional advice

The information on the Website is for general information purposes only and does not constitute advice. Any insurance policies you buy using the Website without any interaction with Arachas staff is provided on a non-advised basis. If any information provided on the Website gives rise to a specific issue for you, we recommend you seek advice before purchasing the product.

If, however, you do speak to one of our agents who assists to a completion of a policy of insurance stage this will be considered on an advised basis. In this instance the standard duties to you under legislation which regulates the provision of insurance distribution services or any conduct of business rules which Arachas is required to comply with will be met.

### 6. Prohibited Use of the Website

The information on the Website is not provided and should not be used in any state or jurisdiction where accessing or use of such information is prohibited, whether in the format in which it is presented in the Website or any other format. In addition, you agree not to use the Website or cause the Website to be used:

- in a way which could damage the availability, performance or integrity of the Website;
- for any commercial purpose, including but not limited to any screen-scraping or direct marketing activities nor to use the website to participate in or cause others to participate in sending unsolicited messages, advertising or promotional material;
- to harvest information about individuals, including e-mail addresses;
- to upload or transmit any material which contains viruses, trojans, worms, or any other harmful or malicious programs; or
- contrary to the terms and conditions of any Internet Service Provider whose services you may use.

If you have any doubt about the legality of your use of the Website, you should not continue any further and immediately exit the Website. We accept no liability arising from the use or viewing of the Website which is in contravention of the laws of the jurisdiction in which you are resident, domiciled or located. Residents of the Republic of Ireland only are eligible to access and use the Website and apply for the insurance policies listed. You must therefore only apply to take out an insurance policy if you are a resident in the Republic of Ireland. Any person who is a minor or otherwise unqualified to be a party to a contract is not entitled to use and apply for any of the insurance policies listed in the Website.

### 7. General Provisions

You acknowledge that you are solely responsible for the use to which you put from the Website and all the results and information you obtain from it and that all liability is excluded to the fullest extent permitted by law.

Nothing in these Terms of Use shall exclude, limit or restrict Arachas duties or liabilities to you under legislation which regulates the provision of insurance distribution services or any conduct of business rules which Arachas is required to comply with.

### 8. Online documentation

- The Website allows you to request a quote and purchase insurance policies. In addition, you can view documentation and upload documentation relating to insurance policies online using the Website. Once a policy has lapsed or cancelled, you will no longer be able to view the documentation for that policy online using the Website.
- Your responsibilities in relation to the Website:
- You agree to use the Website for your personal use only;
- You agree that any documents or information uploaded to the Website or otherwise provided by you using the Website are accurate and complete; and
- You will not upload any false, indecent, inappropriate or illegal content, or conduct any inappropriate or illegal activities using the Website.
- We may ask you to answer security questions, or to use a password or other security credential or a combination of security credentials, before allowing you use the Website.
- You must keep your password or security credentials secret and safe and must never share them with anyone. If you know or suspect your security credentials are known by someone who should not know them, you must tell us straight away.
- You must maintain suitable equipment to enable you to use the Website, for example, a computer with a suitable browser and up-to-date security software. Further details are available under accessibility section of the Website.
- We put reasonable IT security measures in place. We cannot, however, guarantee the privacy or security of any information that concerns you and passes over the internet. This is because of the nature of the internet. If you use the Website, you acknowledge and accept these risks.

### 9. Variation of Content/Amendments

The contents of the Website, including these Terms of Use, any information contained in the Website, the Privacy Policy and Cookies Policy are subject to change and to being updated without notice from time to time.

We reserve the right in our absolute discretion at any time and without notice to remove, amend, alter or vary any of the content which appears on any page of the Website, including the Terms of Use. Any changes to these Terms of Use will be posted in the Website and by continuing to use the Website following any such change you will agree to be bound by the revised Terms of Use.

### 10. Entire agreement

These Terms of Use, Data Privacy Policy, the Terms of Business and any of the additional terms referred to on the pages of the Website constitute the entire agreement between Arachas and you with respect to your access to and use of the Website and any third-party site accessed through the Website. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then

that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

### **11. Hypertext Links**

No third party is permitted to create a link to the Website without our prior written consent.

### **12. Third Party Content**

The Website may make available (including, from time to time, information and resources of third parties, including (without limitation) text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material, including the metadata relating to any such content ("Third Party Content").

You acknowledge that any Third Party Content made available through the Website:

- a) Has not been created by or endorsed by Arachas who assume no responsibility for the Third Party Content;
- b) Is made available for general informational purposes only and the availability of Third Party Content in the Website does not constitute a recommendation or solicitation to make any decision or enter into any other transaction; and
- c) Is obtained from sources believed to be reliable, but no guarantees are made by Arachas or the providers of the Third Party Content as to its accuracy, completeness, or timeliness.

### **13. Data Protection**

Arachas will use your personal data in the manner set out in our Data Privacy Policy

### **14. Automated Decision Making, including Profiling**

When you apply for an insurance policy through the Website you understand that the relevant insurer underwriting the policy can conduct the following activities which may involve automated (computer-based) decision making including:

- profiling,
- underwriting; and
- determining the applicable premiums.

The process automatically calculates the risks based on the personal information you have provided (including personal health information where applicable) using set risk criteria which the relevant insurer has determined. This makes your application process faster and the automated decision making process

is designed to improve efficiencies, quality and consistency in the underwriting decisions and reduce costs. It will also be used to determine whether an insurance policy can be provided to you, and if so, calculate the premium you will have to pay.

The results of these automated decision making processes can limit the insurance policies and services we are able to offer you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and to contest the decision.

### **15. Right to Information (Copyright and Trade Marks)**

The information and services contained on and/or accessed through the Website are, unless otherwise specifically stated, the property of Arachas. All intellectual property rights associated with the Website and its contents including services and/or insurance policies are reserved to Arachas and its licensors. This shall also apply, subject to any alterations as necessary, to attempted access of the Website and attempted use of information.

The information and material contained in the Website, including the services and/or insurance policies are for personal use only and may not be copied, printed, published, transmitted, amended or reproduced in any form whatsoever without the prior consent of Arachas

Arachas grants personal users of the Website permission (a license) to:

- Browse this material (including making such copies in RAM or other temporary storage device necessary to facilitate such browsing) and
- Print out hard copies and where you have availed of a service and/or taken out an insurance policy, download and retain an electronic copy for personal use.