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## **1 General**

- 1.1 Access to and use of the iConvey website is subject to these Terms of Use. By accessing and using the iConvey website you agree to be bound by and to act in accordance with these Terms of Use. If you do not agree to these Terms of Use, you are not permitted to access and use the iConvey website and you should cease such access and/or use immediately.
- 1.2 If you breach any term of these Terms of Use, your right to access and use the iConvey website shall cease immediately.
- 1.3 We reserve the right to amend these Terms of Use from time to time without notice by amending this page. The amended Terms of Use will be effective from the date they are posted on the iConvey website. As these Terms of Use may be amended from time to time, you should check them whenever you visit the iConvey website. Your continued use of the iConvey website will constitute your acceptance of the amended Terms of Use.

## **2 Our Service**

- 2.1 We provide an independent online service which enables you to request conveyancing quotes within England and Wales. Our comparison service is free for you to use. We introduce you to other parties who provide products or services.
- 2.2 We also provide access to independent services which enables you to obtain advice and assistance offline (for example over the telephone) after using the iConvey website from a third party advisor in connection with certain insurance, financial and other products or services. We will introduce you to other parties who provide products or services. We are paid by charging those third party product or service providers a fee and/or commission for introductions made.
- 2.3 Please be aware that nothing on the iConvey website is, or shall be deemed to constitute, financial, investment or other advice or a recommendation or endorsement by us in respect of any product or service referred to on the iConvey website. Information on the iConvey website is provided for general information purposes only, should not be relied upon by you and is provided so that you can select the product or service that you feel is most appropriate to meet your needs. You should always check the suitability, adequacy and appropriateness of the product or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product or service. If you are in any doubt as to the suitability, adequacy or appropriateness of any product or service referred to on the iConvey website, we suggest that you seek independent professional advice before you obtain any product or service via the iConvey website.
- 2.4 Please be aware that nothing on the iConvey website is, or shall be deemed to constitute, an offer by us or any third party to sell to you any product or service or to enter into any contract with you in respect of any product or service. By submitting your details, you are making an offer to obtain the relevant product or service from the relevant third party on its terms and conditions that may be accepted or rejected. The contract for the product or service will only be concluded once your offer has been accepted. Please note that acceptance of your payment where possible on the iConvey website does not constitute acceptance of your offer. You will receive confirmation when your offer has been accepted.
- 2.5 We aim to provide uninterrupted access to the iConvey website but we give no warranty as to the uninterrupted availability of the iConvey website. We reserve the right to suspend, restrict or terminate your access to the iConvey website at any time.
- 2.6 We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on the iConvey website and without notice from time to time.

## **3 Restrictions**

- 3.1 You are not permitted to use the iConvey Website:
  - In any unlawful, fraudulent or commercial manner.
  - To harm, threaten, defame, or libel another person, or in a way that invades another person's privacy or in a way which we deem to be damaging.

- To create, check, confirm, update, modify or amend your own or another person's databases, records or directories.
- To tamper with, modify, reverse engineer or amend any part of the iConvey website.
- In a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us.
- Using any automated software, process, program, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.

3.2 You may operate a link to the iConvey website provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to the iConvey website in such a way as to suggest or imply any form of association, approval or endorsement by us. We reserve the right to require you to immediately remove any link to the iConvey website at any time and we may withdraw any linking permission at any time.

#### **4 Intellectual property rights**

4.1 The copyright in the information, content, material or data displayed on the iConvey website belongs to us or our licensors. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on the iConvey website for your own personal use, subject to the following conditions:

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- You may not use any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.
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4.2 All intellectual property rights including, without limitation, all copyright, design rights, logos, business names, trading names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to the iConvey Website (including information, content, material or data displayed on it) belong to us or our licensors and all such rights are reserved.

4.3 Except as set out elsewhere in these Terms of Use, none of the intellectual property rights belonging to us or our licensors in and relating to the iConvey website (including information, content, or data displayed on it) may be used, copied, modified, published, extracted, utilised, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed by you without our prior written consent.

4.4 All rights on iConvey.co.uk are owned by Convey Choice.

4.5 You shall retain ownership of any views, opinions, reviews, ratings, comments, content or material you submit, display, distribute, upload, post, share, publish or otherwise make publicly available on or through the iConvey Website. You grant us a perpetual, irrevocable, transferable, worldwide, royalty free and unlimited licence to use, modify, keep, share, sell, save, copy, distribute, publish, display, excerpt, reproduce, utilise, extract, make available and transmit such User Content in any manner and for any purpose.

**Sections 5, 6 and 7 are important and you should read them carefully as they exclude or limit our liability to you and detail your responsibilities.**

## **5 Exclusions of liability**

- 5.1 Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under the Financial Services and Markets Act 2000, as amended, ("FSMA") or any conduct of business rules developed pursuant to FSMA.
- 5.2 We use reasonable endeavours to ensure that the data, material and information on the iConvey website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not responsible if the data, material and information on the iConvey website is inaccurate or if there are any errors or omissions in the data, material and information.
- 5.3 We do not monitor, verify or endorse data, material and information submitted or provided by third parties which is included on the iConvey website and you should be aware that such information may be inaccurate, incomplete or out of date. In particular, we do not monitor, verify or endorse the information or quotations collected from the product and service providers as presented to you on the iConvey website. We are not responsible for any data, material or information included on the iConvey website which has been provided by third parties.
- 5.4 We do not give any warranty that the iConvey website is free from viruses or anything else which may have a harmful effect on any technology.
- 5.5 We are not responsible for any losses or damages arising from an inability to access the iConvey website, from any use of the iConvey website or from reliance on the data transmitted using the iConvey website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.
- 5.6 We are not responsible or liable for any indirect losses or damages suffered or incurred by you or for any losses or damages suffered or incurred by you which were not foreseeable by us when you accessed or used the iConvey website.

## **6 Exclusion of our liability in respect of third party advice, assistance, websites and products or services**

- 6.1 You can apply for a number of products and services via the iConvey website. These products and services are not provided by us but are instead provided by third parties over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any product or service before doing so. We are not responsible or liable for any loss or damage you may suffer or incur in connection with any product or service you obtain after using the iConvey website or for any acts, omissions, errors or defaults of any third party in connection with that product or service.
- 6.2 Please be aware that the information and descriptions of products and services on the iConvey website may not represent the complete descriptions of all the features and terms and conditions of those products and services. You must ensure that you carefully read all the features and terms and conditions of any product or service before applying for it.
- 6.3 If you apply for and obtain any product or service, you will be contracting with a third party who will be providing that product or service to you on their own terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that product or service. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into by you with any third party in relation to any product or service or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.
- 6.4 We provide links from the iConvey website and from emails sent to you as part of our service to the websites of third parties. These websites are owned and operated by third parties over whom we do not have control. You access and use these third party websites at your sole risk and your sole discretion. You are solely responsible for any use of these third party websites and for any decision to obtain or refrain from obtaining any of the products or services available on such third party websites. Any links to third party websites are provided for your interest and convenience only. We do not endorse, recommend or accept responsibility for such third parties, their products or services, their websites or for any information, opinions or views given or advice provided by such third parties (whether on their websites or otherwise). We are not responsible or liable for any loss or damage you may suffer or incur in connection with your use of any third party websites or for any acts, omissions, errors or defaults of any third party in connection with their website.

- 6.5 Your use of any third party website will be governed by the terms and conditions of use and privacy policy applicable to that website. Such terms and conditions of use and privacy policy will be different from these Terms of Use and our Privacy Policy. It is your responsibility to ensure that you understand and agree with the terms and conditions of use and privacy policy of any third party website before using that website. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions of use or the privacy policy applying to any third party website or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions of use and/or privacy policy.
- 6.6 Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used this iConvey website do not represent our views, opinions, advice or assistance and are not checked, monitored, reviewed, verified or endorsed by us. We do not endorse, recommend or take responsibility for any third party who provides you with any views, opinions advice or assistance. You act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.
- 6.7 Please be aware that whilst the iConvey website provides information on a wide range of products or services, there may be other products or services available on the market which are not shown on the iConvey website and which may be more appropriate or suitable for you than those shown on the iConvey website.

## **7 Your responsibilities**

- 7.1 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide (including User Content as described in paragraph 4.5) is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the iConvey website or the websites of third parties or any other technology.
- 7.2 You may complete a registration process as part of your use of the iConvey website which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on the iConvey website using your username, password and/or other identification information.
- 7.3 You must check and ensure that all information, content, material or data you provide on the iConvey website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on the iConvey website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.
- 7.4 Before you obtain any product or service from a third party, you must check all of the information, content, material or data held by the third party about you to ensure it is correct, complete, accurate and not misleading and that you have disclosed all relevant facts. It is your responsibility to identify and correct any mistakes or errors in the information, content, material or data held by the third party about you before you obtain any product or service. Failure to do so could invalidate the product or service provided by the third party. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data held by the third party about you is not correct, complete and accurate or if it is misleading or if you have failed to disclose all relevant facts.
- 7.5 You must get permission from any other person about whom you propose to provide information before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.
- 7.6 You are solely responsible and liable for your conduct on the iConvey website.
- 7.7 You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the iConvey website.

## **8 Your telephone calls**

- 8.1 Telephone calls that you make to our customer services help line may be monitored and/or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision. Our customer service help line is available Monday to Friday 9.00am to 5.15pm GMT.

## **9 Complaints**

- 9.1 Our aim is at all times to provide you with an excellent service. If you are unhappy with our service for any reason, please contact our Customer Services Team by writing to iConvey, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA or by email to [sales@iconvey.co.uk](mailto:sales@iconvey.co.uk)
- 9.2 We will aim to resolve your complaint as soon as possible. If we are not able to do so, we will provide you with an acknowledgement. After we have had an opportunity to investigate your concerns, we will issue you with a final response.
- 9.3 If you are unhappy with any product you have obtained from a third party or have any complaint regarding any third party, you should address your complaint directly to that third party. If you require their contact details, please contact our Customer Services Team who will be happy to assist.

## **10 Privacy**

- 10.1 We are committed to protecting your privacy and we treat your privacy very seriously. By using the iConvey website, you agree to the way in which we process and deal with your personal information.
- 10.2 We may disclose your personal information or access your account if required to do so by law, any court, the Financial Services Authority, the Office of Fair Trading or any other applicable regulatory, compliance, Governmental or law enforcement agency.

## **11 Miscellaneous**

- 11.1 The iConvey website is only intended for use by residents of the United Kingdom. We make no warranty or representation that any product or service referred to on the iConvey website and/or any service we provide is available or otherwise appropriate for use outside of the United Kingdom. If you choose to use the iConvey website from locations outside the United Kingdom, you do so at your sole risk and you are responsible for compliance with all applicable local laws.
- 11.2 If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these Terms of Use and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected.
- 11.3 These Terms of Use constitute the entire agreement between you and us relating to your access to and use of the iConvey website and supersedes any prior agreements (including any previous terms of use of the iConvey website).
- 11.4 No failure or delay by us in exercising any right under these Terms of Use will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

## **12 Governing law**

- 12.1 These Terms of Use and your access to and use of the iConvey website shall be governed by and interpreted in accordance with English law.
- 12.2 Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these Terms of Use and your access to and use of the iConvey website (including any claims or disputes).