



## Website terms of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AS THEY ARE A LEGALLY BINDING AGREEMENT BETWEEN YOURSELF AND US.

### WHAT'S IN THESE TERMS?

These terms inform you of the rules for using this website: [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk) (referred to as the "Site"). Throughout this document we refer to them as the "Terms". A reference to "you" or "your" is a reference to the user of this Site.

### 1. WHO WE ARE AND HOW TO CONTACT US

We are FirstBase Future Marketing, a company selling Warranty Direct Warranties and GAP Insurance on behalf of insurers - QBE UK Limited registered in England number 1761561 and Fortegra Europe Insurance registration number 805770. We are responsible for the administration of policies and any amendments or cancellations. We are a company registered in England and Wales under registration number 08035554 our address is 5 Clements Court, Clements Lane, Ilford, Essex IG1 2QY (referred to as "we" or "us" or "our"). We are the providers of the Site.

To contact us please email [customerservices@warrantydirect.co.uk](mailto:customerservices@warrantydirect.co.uk) or by post to our address above.

### 2. BY USING OUR SITE YOU ACCEPT THESE TERMS

#### 2.1

These Terms set out all of the rules and obligations that apply to you when using the Site.

#### 2.2

By using our Site, you confirm that you accept our Terms and you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

#### 2.3

We recommend that you keep a copy of our Terms for future reference. They are a legally binding agreement between yourself and us.

#### 2.4

By using our Site, you also consent to our additional terms. These additional terms may include, but are not limited to, the processing of your data in our Privacy and Cookie policies.

### 3. WE MAY MAKE CHANGES TO OUR TERMS

#### 3.1

We may amend these terms, when deemed necessary, by updating them on the site. Every time you use our site, please check these terms to ensure you understand what terms apply at that time.

### 4. WE MAY MAKE CHANGES TO OUR SITE

#### 4.1

We may, when deemed necessary, change the content of this site and suspend or discontinue any aspect of this site.

### 5. YOUR OBLIGATIONS AND ACCEPTABLE USE

#### 5.1

You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Site and that your computer system is compatible with this site.

#### 5.2

You will not misuse our system or this site. In particular, you will not hack into, breach security or otherwise disrupt the operation of our system and this site, or attempt to carry out any of the following; introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful.

#### 5.3

You will not use or attempt to use any automated program (these may include but are not limited to any spider or other web crawler) to access our system or this Site. You will not use any scraping technology on the Site. Any such use or attempted use of the above programs shall be deemed as a misuse of our system and this Site. Obtaining access to any part of our system or this Site by means of any such automated programs is strictly prohibited.

### 6. USE OF OUR SITE

#### 6.1

Your use of our site is governed by our Terms and Conditions of Website Use.

### 7. HOW WE USE YOUR PERSONAL INFORMATION

#### 7.1

We only use your personal information in accordance with our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

### 8. REGISTRATION

#### 8.1

You pledge all information provided by yourself is accurate and complete when registering your details with us

## 9. INTELLECTUAL PROPERTY

### 9.1

All copyright and other intellectual property on this Site (including; database rights, trademarks, trading names, text, graphics, code, files and links) belong to us or our licensor(s). All rights are reserved.

### 9.2

You will not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site without our prior written consent.

### 9.3

We are the owner or licensee of all intellectual property rights on our site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## 10. WARRANTY

### 10.1

We do our utmost to ensure that any material available for downloading from this Site is not contaminated in any way but we do not warrant that all material will be free from infection, viruses and/or similar code.

### 10.2

Due to the nature of the internet and software we do not warrant that your access to, or the running of, this Site will be error free or uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable if we cannot process your details due to circumstances beyond our reasonable control.

### 10.3

We always make reasonable efforts to update the information on our Site but we make no warranty guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

### 10.4

We make no warranty that the Site, or information available on it, complies with laws other than those of England.

## 11. WE MAY SUSPEND OR WITHDRAW OUR SITE

### 11.1

Our Site is available free of charge.

### 11.2

You accept responsibility for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## 12. OUR SITE CHANGES REGULARLY

### 12.1

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

### 13.1

We are not liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

### 13.2

We will not accept any liability for loss of account information caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.

### 13.3

We are not liable for any loss or damage caused by a virus, distributed denial of service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or any website linked to it.

## 14. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

### 14.1

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## 15. FEEDBACK AND QUALITY

### 15.1

We aim to make sure all feedback is dealt with in a fair and consistent fashion and is properly recorded. We welcome any suggestions that you have to improve our service. Please write to us at Warranty Direct, Customer Services, 5 Clements Court, Clements Lane, Ilford, Essex IG1 2QY.

## 16. OUR PRODUCTS AND SERVICES

### 16.1

As the administrators for Warranty Direct, the Products on this site are offered by us on behalf of Warranty Direct. Warranty Direct Warranties and GAP Insurance are sold and administered by FirstBase (Future Marketing) Limited ("FBFM") who receive commission for selling and administering policies on this website. FirstBase (Future Marketing) Limited is a limited company (registered in England and Wales. registered number: 0803554) and its registered Office is 5 Clements Court, Clements Lane, Ilford, Essex IG1 2QY Tel: +44(0)20 8553 4076. FirstBase (Future Marketing) Ltd is regulated by the Financial Conduct Authority. Financial Services Register number

## 17. YOUR CONTRACT WITH WARRANTY DIRECT

### 17.1

Your Policy contract is between yourself and the insurers - QBE UK Limited or Fortegra Europe Insurance. Please check and ensure that the information entered on this site is correct at the time of purchase as it may affect your ability to claim on your warranty or GAP Insurance.

### 17.2

After you purchase your policy, you will receive an e-mail from us with your policy documentation.

## 18. HOW TO PAY

### 18.1

You can pay for the products via the payment gateway Barclays.

### 18.2

We do not store credit card details, nor do we share customer details with any 3rd parties.

## 19. OTHER IMPORTANT TERMS

### 19.1

This contract is between you and us. Your contract is between you and the insurer - QBE UK Limited or Fortegra Europe Insurance.

### 19.2

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

### 19.3

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.