



# Breeze Terms of Use

V 1.0



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# Terms of Use

Your use of a Blue Ocean Data Solution Ltd. (“we”, “us”, “our” or “Breeze”) website, mobile application (“App”) or any other interface that links to these Terms of Use (“Site” or “Sites”) is expressly conditioned on your acceptance of these Terms of Use which include our Privacy Policy (collectively, “Terms”). If you do not agree with any part of these Terms, you must not use the sites.

We reserve the right to modify the Terms at any time. Continued use of this site by you will constitute your acceptance of any revisions to the Terms. Please check this page regularly.

## Limitations on Use

We may change, suspend, or discontinue all or any part of the Sites, or deny you access to all or any part of the Sites, without notice and without reason.

By accessing the Sites, you agree that you will not:

- use the Sites for any unlawful purpose, impersonate any person or entity, or misrepresent your affiliation with a person or entity;
- decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Sites;
- obscure, block, or interfere with any advertisements or safety features on the Sites;
- circumvent, remove, alter, degrade, or thwart any protections in the Sites, or use the Sites to collect any market research;
- use automated means, including spiders, robots, crawlers, or data mining tools, to download or scrape data from the Sites, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- take any action that imposes or may impose (in our discretion) an unreasonable load on our technical infrastructure; or
- interfere with the proper operation of the Sites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Sites through hacking, password or data mining, or any other means.

## Intellectual Property Rights

Except where otherwise indicated, all materials on this site including but not limited to graphics, text, software, audio, video, and files, are the property of Breeze and are protected by copyright or other intellectual property laws.



Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission. All right, title and interest in the Site and any content contained herein is the exclusive property of Breeze, except as otherwise stated.

You may print out a single copy of pages on this site for your personal, non-commercial use provided that all copyright, trademark or other notices are retained. ALL OTHER USES ARE PROHIBITED.

You are not authorized to use any portion of this site or any other Breeze intellectual property on any other site, in the meta-tags of any other site or in any other materials. You may not duplicate, distribute, display, perform, create derivative works, or otherwise use any of this site's content or frame this site within any other site.

## Third-Party Sites

Sites may contain links to other Internet Web sites ("Third-party Sites") that are not maintained by us. These links are provided solely for your convenience. We make no warranties or representations about the content of, any products or services offered by, or the intellectual property compliance of, such Third-party Sites. We recommend that you take the time to read the privacy policies and user agreements of these sites.

## Privacy & Security

By registering as a user on the Sites, you expressly authorize Breeze to access certain third-party websites and accounts on your behalf, to retrieve personal information and other information about you for any legitimate business purpose, subject to applicable law and our Privacy Policy. You agree that we may collect and use technical and usage data and related information about your computer or mobile device, date and time of Site access, system and Site Software, and peripherals to facilitate the provision of product support and other services to you. You grant permission to us to use this information to improve products, to provide services or technologies to you, and to provide advertising content, including working with third parties who provide targeted advertising content. Features of the Sites may request access to information contained or generated in your computer or mobile device, including location services. If you deny access to these functions, the Sites may not work as designed.

For more information on how we collect, use, transfer, store and share your online data and personal information, and how you can manage your online privacy choices, please see our Privacy Policy.

## Passwords

Access to the Sites is restricted and requires a user identification code ("User ID") and a password for access. Unauthorized use or access of the Sites is strictly prohibited.



In accessing the online service sites, you agree that:

- We are entitled to act on instructions received under your User ID and password.
- We are not liable for any unauthorized access to your personal information that is not the direct result of gross negligence or intentional misconduct on our part.
- You will keep your password confidential and you will notify us immediately if you believe someone else has obtained your User ID and password or any unauthorized access to the online service site has occurred or may occur.
- We may block access to the online service site without prior notice if we believe your User ID and password are being used by someone other than you, if any unauthorized access to your personal information has occurred or may occur, or for other reasons.

## Jurisdiction / Enforceability

Use of this site shall be governed by and construed in accordance with the laws of the State Delaware without giving effect to any principles of conflicts of laws. Any dispute concerning this site shall be subject to the exclusive venue of a court of competent jurisdiction in Wilmington, Delaware.

Should any provision of these Terms be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

## Communications

By your use of the Sites, you also expressly consent to receiving servicing, collection, marketing and other calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, marketing partners, agents, and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider may charge you according to the type of plan you carry. Your consent will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for auto-dialed and prerecorded calls shall remain in effect until you revoke it. Your consent to these calls may be revoked by informing the telemarketing representative, or by any other reasonable method that ensures we receive the revocation. Your consent to telemarketing calls is not a condition of obtaining insurance through Breeze.

You also consent to the recording and monitoring, for quality assurance, training, risk management, collection or other purposes, of any call that you place with us (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) place to you.



## Consent to Electronic Transactions and Disclosures

Breeze may provide you with information relating to products and services electronically from time to time. We may be required by law to give you certain information “in writing” – which means in some cases you are entitled to receive it on paper. If you’d like a paper copy, you may contact Customer Support to request a paper version, subject to availability. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law.

We also need your general consent to use electronic records and signatures in our relationship with you. In order to ensure you receive all electronic copies of materials, please keep your account contact details up to date. You can view and change your details within your dashboard, or via Customer Support using the Contact Us details below.

You have the right to withdraw your consent at any time. If you would like to withdraw your consent, please contact Customer Support. Please be aware, however, that withdrawal of consent will result in the suspension or termination of your Breeze account, at Breeze’s discretion.

## Other Agreements

These Terms of Use apply to your use of this site and do not change or alter any other contract or agreement between you and Breeze.

## Insurance Quotes/Coverages

At this time, on-line quotes may not be available for all states, products, services or coverage selections. For additional information about products, services or coverage selections otherwise offered by Breeze, please contact a Breeze agent.

All quotes generated by this site are estimates based upon the information you provided and are not a contract, binder, or agreement to extend insurance coverage. Any coverage descriptions provided on this site are general descriptions of available coverages and are not a statement of contract. To obtain coverage you must submit an application to Breeze. All applications are subject to underwriting approval. Coverages and availability may vary by state or province; and additional minimum coverage limits may be available in your state. For additional information, please contact a Breeze agent.

## Online Claims Submissions

If you are a Breeze customer, you may elect to report an insurance claim online where available. Your submission does not commit Breeze to coverage for this loss. Information you submit regarding your insurance policy and the loss is subject to review and verification. Breeze reserves the right to request additional information prior to reaching a decision on the claim. A claim representative will be communicating with you regarding your claim. All policy provisions



contained in your policy remain in effect. If you have any questions concerning the coverage afforded by your policy, please contact your Breeze agent.

## Disclaimer of Warranty

The content and materials in the Sites are provided "as is" and without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Breeze and its affiliates expressly disclaims all warranties, express or implied, with respect to this site including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant or represent that the functions or operation of this site will be uninterrupted or error-free, that defects will be corrected, or that this site, its servers or any e-mail sent by us are free of viruses or other harmful components.

## Limitation of Liability

To the fullest extent permitted by law, neither Breeze nor its affiliates shall be liable for any injury, loss, claim, or damage, nor any indirect, special, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, which arises out of (a) the use of, or inability to use, this site or content found in this site, or (b) unless resulting from the gross negligence or intentional actions of Breeze, the unauthorized access to or alteration of your transmissions or data, even if Breeze has been advised of the possibility of such damages.

## Contact Us

If you have any questions about these Terms, please contact us at: [Breeze Support email, phone](#)

Version	Revision History	Approver	Date
1.0	Created initial policy	Samantha M.	TBD



# Design and Web Update

## Location

Push Privacy Policy down, put Terms of Use on top

The screenshot shows the footer of the Breeze website. It features the Breeze logo and tagline 'Bringing customer obsession back to the world of cargo insurance'. Navigation links include 'BENEFITS', 'WHAT OUR CUSTOMERS SAY', 'HOW BREEZE WORKS', 'CONTACT US', 'OUR STORY', 'info@breezeai.com', 'Privacy Policy', 'Follow Us: LinkedIn', and 'Designed By: TheSpark.ai'. There are also 'LET'S TALK' and 'SIGN IN' buttons. A copyright notice is at the bottom: '© Copyright 2021 Breeze. Blue Ocean Data Solution Ltd. (traded as Breeze) is registered in England and Wales, Company Registration Number: 13196874. Registered office at 201 Haverstock Hill Second Floor C/O Fkgb, London, England, NW3 4QG. Breeze is an Appointed Representative of Lonsdale Insurance Brokers Limited, authorised and regulated by the Financial Conduct Authority (FCA Registration Number: 308425).'