



## **CONGRUENT CALCULATIONS™**

### **GENERAL TERMS AND CONDITIONS**

1. These general terms and conditions govern the use of the Congruent Calculations™ platform (the "service"). The service comprises a number of web accessed calculators (alternatively referred to as a "Calculations Portal"), used for valuation (including valuation for redress purposes). The service is offered, subject to your agreement to the terms and conditions and your acceptance, without modification of any of the terms and conditions including, without limitation, Congruent's privacy policy, except as provided as follows namely : In its sole discretion, Congruent may agree, in writing signed by a Director, to provide the service with written variations to the terms and conditions.
2. The service is provided by Congruent Actuarial Limited ("Congruent") and the agreement for use of the service is an agreement with Congruent. The intellectual property rights in the software comprising Congruent Calculations™ is owned by Congruent Risk Limited which has licensed use of the software to Congruent.
3. Congruent Calculations™ is only provided for use for business purposes. "You" and "your" mean the legal entity requiring the service whether that is a sole trader, partnership, limited liability partnership, company or other legal entity. Acceptance of the terms and conditions means acceptance by the legal entity requiring the service and anyone saying, or otherwise implying or indicating, that they act on behalf of the legal entity must have the authority to do so in accordance with the governance provisions of the legal entity.

4. In accordance with advice received from Counsel Congruent is carrying out a "Regulated Activity", as referred to in the Financial Services and Markets Act 2000 (as amended), if Congruent Calculations™ is used to provide assistance in the making of a claim including assistance to a potential or actual claimant or to an adviser of a potential or actual claimant (the "purpose"). Accordingly, you agree that Congruent Calculations™ will not be used at any time for that purpose except to the extent that Congruent has agreed in writing and only to the extent of that agreement and provided all conditions attaching to the agreement are satisfied.
5. Use of Congruent Calculations™ is limited to your own business use except where Congruent has agreed in writing that it may be used for "third party" purposes and any additional payments required by Congruent have been paid.
6. Please read this agreement carefully before accessing or using the service or continuing to use the service. By accessing or using or continuing to use any part of the service, you agree to be bound by the terms and conditions of the agreement. If you do not agree to all the terms and conditions of the agreement, then you should not access or use or continue to use the service.
7. Unless you notify Congruent before the end of the applicable subscription period that you wish to cancel a subscription, your subscription will automatically renew and you authorise Congruent to charge the then-applicable annual, quarterly or monthly fee for such subscription (depending on the frequency previously offered to and accepted by you). Your subscription agreement will be a separate agreement forming part of these terms and conditions and where we charge for a service you will be required to enter into such an agreement (not all services are charged). Congruent will give written notice (which can include by email to the email address that you have registered with Congruent for purposes of the service) of a minimum of a whole calendar month of the start of and any change in the amount payable for a subscription. The service includes access to email support which includes the ability to make requests for technical support assistance by email at any time concerning the use of the service.

8. The range of data that any Congruent Calculations™ calculator is designed to require in order to provide a result is based on a range of more common situations and will not cater for other situations. A Congruent Calculations™ calculator does not carry out any validation of data entered. The user warrants that he is familiar with the range of possible circumstances that could affect a result and the need for data to be validated and the processes required to validate data and accepts the limitations of the Congruent Calculations™ calculator and accepts that it is the user's responsibility to determine for each calculation whether other data could be relevant and what is required to validate data so that, in absence of the required due diligence by the user, any result obtained from the Congruent Calculations™ calculator may be incomplete, inaccurate, or not valid. The user acknowledges that any result produced by a Congruent Calculations™ calculator may be accompanied by explanations or caveats and notes concerning usage of the result and these from part of the result. Results are provided for the benefit of the user and Congruent makes no representation or warranty to any third party as to the accuracy or completeness of any result.
  
9. All results obtained from the Congruent Calculations™ calculator include an Extended CMC™ ("Check My Calculation") report that can be viewed and printed. The report explains in detail how the calculation results have been computed including the values of parameters used that are drawn from public information and a sufficiently large number of intermediate results to enable the results to be checked by you to a level of accuracy that is appropriate to the type of calculation. Accordingly, you accept responsibility for the accuracy and suitability of all results.