

Terms of Use of Website

In these terms the following words shall have the following definitions:

- “XS Direct”** means the XS Direct Insurance Brokers Limited
- “Website”** means this website: <http://www.xsdirect.ie>
- “You/User”** means any person who accesses and/or uses this Website

Please read these Terms of Use of the website carefully as these Terms of Use are the legal terms and conditions that you agree to by using the www.xsdirect.ie website.

IF YOU DO NOT AGREE WITH THESE TERMS OF USE DO NOT USE THIS WEBSITE.

1. Intellectual Property Rights

- 1.1 All material on the Website is owned by XS Direct or is licensed to XS Direct and is protected by copyright, trade marks, service marks, patents or other proprietary rights and laws.
- 1.2 You shall not use XS Direct's logo or other marks of its identity for any purpose whatsoever, or to allow third parties to access or use such devices, unless such use is approved by XS Direct in writing.
- 1.3 The third party trademarks, copyright and any other proprietary intellectual property on the Website may not be used or reproduced without the express written permission of the owners of same.
- 1.4 The Website contains intellectual property which is the proprietary property of XS Direct (“Website IP”). The Website IP includes but is not limited to copyrights and information about technology and may be provided in the form of text, graphic, audio and video downloads, links or source codes. XS Direct retains the rights to the Website IP and reserves all rights in respect of same.
- 1.5 XS Direct provides information on its website. Users may for personal use only, print copies of the information and temporarily store the files on their network. XS Direct grants no license or property rights to any such Website IP other than as expressly set out herein.
- 1.6 The Website IP is provided XS Direct on an as is basis, and XS Direct expressly disclaims, to the extent permitted by applicable law, any or all warranties, expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose, with respect to any Website IP. To the extent permitted by applicable law, XS Direct excludes any or all responsibility and/or liability for any damages or loss of any kind whatsoever with respect to the Website IP whether any of the foregoing are, without limitation, direct, economic, indirect, incidental, special, punitive, consequential or of any other kind whatsoever.

2. User Conduct and Content

- 2.1 You agree to act in a responsible and legal manner when using the Website. You shall comply with all applicable laws, regulations and rules and undertake not to use the Website or allow the Website to be used for any unlawful purpose, for the commission of any offence or crime under the laws of any jurisdiction to which access is obtained through the website or in a manner which is likely to cause harm, offence or nuisance to any other Internet user.

3. Third Party Content and Links

- 3.1 XS Direct accepts no liability in connection with any third party content displayed on the Website or for any third party site accessed via a link from this Website, or any contract entered into or through a third party website and does not endorse and is not responsible or directly or indirectly liable for any content, advertising, products, or other materials on or available from such sites or resources. XS Direct does not provide any recommendations or warranties in respect of the content of any third party websites accessed via a link from this Website.
- 3.2 XS Direct shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any third party content displayed on this website or the use of a link to a third party website, use of or reliance on any content, goods or services available on or through any such third party website accessed via a link on this website, or otherwise, including, without limitation, damage arising as a result of any bugs, trojan horses, viruses, worms or other harmful codes or errors experienced as a result of accessing such third party websites.

4. Eligibility and Communication

- 4.1 The quote facility and application for insurance may be used only by persons who are capable and eligible under Irish law (i) to be insured as a driver of a motor vehicle **AND** (ii) to enter into legally binding contracts.
- 4.2 XS Direct shall store a copy of your completed application and Declarations on its records for the duration of your insurance [and for a reasonable period thereafter].
- 4.3 Any contract between you and XS Direct shall be in the English language.
- 4.4 In order to obtain a non-binding quote, a user must complete Step 1 and 2 of the application process only. To proceed and purchase insurance, the user must complete all Steps 1 to 5 and await confirmation of purchase. Any purchase is subject to the XS Direct **Terms of Business** and the **Policy Document**.

5. Privacy Statement

- 5.1 We shall collect and deal with any personal data in accordance with our **Privacy Statement**.

5. General Disclaimer of Liability

- 5.1 XS Direct makes no warranty as to the accuracy, reliability or currency of any information on this Website.

- 5.2 XS Direct shall not be liable for any interruption or suspension of the Website due to circumstances beyond its control including, without limitation any breakdown in Internet connectivity or security.
- 5.3 XS Direct shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access to or use of this Website, including, without limitation, damage arising as a result of any bugs, trojan horses, viruses, worms or other harmful codes or errors experienced as a result of accessing the Website.
- 5.4 To the fullest extent permitted by applicable law, XS Direct shall not be liable to any User for any loss or damages arising in connection with the User's use of the Website whether any of the foregoing are, without limitation, special, incidental, indirect, punitive or consequential and/or, whether any of the foregoing are, without limitation, occasioned by the negligence, fault, error, omission, act or breach of XS Direct, its employees, contractors or sub-contractors.
- 5.5 XS DIRECT EXPRESSLY DISCLAIMS ALL AND SHALL NOT BE DEEMED TO HAVE GIVEN ANY WARRANTIES, EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), AND (OTHER THAN AS SET OUT IN THIS AGREEMENT). XS DIRECT EXPRESSLY DISCLAIMS AND EXCLUDES ALL TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, IN CONNECTION THIS WEBSITE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW ALL CONDITIONS AND WARRANTIES IMPLIED BY SECTION 39 OF THE SALE OF GOODS AND SUPPLY OF SERVICES ACT, 1980 ARE HEREBY EXCLUDED AND THE PARTIES AGREE THAT THESE EXCLUSIONS ARE FAIR AND REASONABLE.

6. Applicable Law and Jurisdiction

- 6.1 This disclaimer shall be governed by Irish law and you hereby submit to the exclusive jurisdiction of the Irish Courts for all matters in any way relating hereto.

7. General Terms

- 7.1 XS Direct reserve the right to amend, alter or change in anyway the Terms of Use of this Website without any notice to you.
- 7.2 Section titles in these Terms of Use are merely for reference and convenience only and have no legal effect.

8. Help

- 8.1 If you experience difficulty in using this Website, please call us directly on 0818 222888.