

FORGE PLATFORM - TERMS OF USE AND USER AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM

1. What's in these terms?

These terms (together with the documents referred to on it) tell you the rules for using our web-based platform [https://\[subdomain\].forge.another-day.com](https://[subdomain].forge.another-day.com) ("**Forge**").

2. By using Forge you accept these terms

By accessing and using Forge you agree to be bound by these terms and comply with them. If you do not agree to these terms, you must not use Forge.

3. Who we are, the service we provide and how to contact us

Thank you for creating a Forge account. Forge is a platform owned by Another Day Limited and operated by Another Day Limited ("**we**", "**us**", "**our**"). We are registered in England and Wales under company number 10169026 and have our registered office at The Walbrook Building, 25 Walbrook, London, England, EC4N 8AW.

Our main trading address is 1st Floor, 67 Lombard St, London, EC3V 9LJ. Our VAT number is GB484746209.

Wherever the words "we", "us", "our" are used on Forge, this refers to Another Day Limited.

We are a Gallagher owned company. Gallagher places insurance for your organisation ("**Organisation**"). We have developed Forge to provide your Organisation with risk information collection, risk assessment and risk advisory through an online platform. As a client of Gallagher, your Organisation and its users are entitled to access Forge.

We reserve the right to suspend or withdraw your access to Forge if your Organisation's policy placed with Gallagher terminates for any reason.

To contact us, please email tim.townsend@another-day.com.

4. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of Forge:

- Our Privacy Notice <https://www.another-day.com/privacy-notice>. See further under *How we may use your personal information* in section 16 below.
- Our Cookie Policy <https://policy.cookie reports.com/5627b7ab-en-gb.html>, which sets out information about the cookies on Forge.

If you purchase services from us, separate Terms and Conditions of supply will apply.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use Forge, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to Forge

We may update and make change to Forge and its content from time to time to reflect changes to our products, our users' needs and our business priorities. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

7. We may suspend or withdraw Forge

Forge is made available free of charge.

We do not guarantee that Forge, or any content on it, will always be available or be uninterrupted. Access to Forge is permitted on a temporary basis, and we reserve the right to suspend or withdraw or restrict the availability of all or any part of Forge for business and operational reasons without notice. We will not be liable if for any reason Forge is unavailable at any time or for any period.

8. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to our group of companies. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights.

9. Forge is only for users in the United-Kingdom

Forge is directed to users residing in the United Kingdom. We do not represent that content available on or through Forge is appropriate for use or available in other locations.

10. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at tim.townsend@another-day.com.

11. How you may use Forge

11.1 When using Forge, you agree:

- (a) not to reproduce, duplicate, copy or re-sell any part of Forge in contravention of these terms of use,
- (b) not to access or use Forge in any way that breaches any applicable local, national or international law or regulation,

- (c) not to access or use Forge in any way be unlawful, libelous, defamatory, threatening, malicious, abusive, pornographic, obscene or embarrassing to any person,
 - (d) not to access without authority, interfere with, damage or disrupt any part of Forge, any equipment or network on which Forge is stored, any software used in the provision of Forge or any equipment or network or software owned or used by any third party,
 - (e) not to use Forge in any way which infringes or may reasonably infringe on any other person's copyright, trade mark, trade secret, know how or any other intellectual property rights.
- 11.2 You agree to, at all times, indemnify and hold harmless us and each Gallagher group company and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from or in connection with:
- (a) a breach by you or your employees, agents, contractors or permitted assignees of these terms of use; or
 - (b) any wilful, unlawful or negligent act or omission on your part or on the part of your employees, agents, contractors or permitted assignees.
- 11.3 You are responsible for making all arrangements necessary for you to have access to Forge. You are also responsible for ensuring that all persons who access Forge through your internet connection are aware of these terms, and that they comply with them.

12. Rights we grant you to access and use Forge

We grant you a limited, non-exclusive, non-assignable, non-transferable licence to access and use Forge solely for your non-commercial use, your personal use or the internal business needs of your Organisation, as the case may be, subject to your agreement to, compliance with and satisfaction of these terms.

13. How you may use material on Forge

We are the owner or the licensee of all intellectual property rights in Forge, and in the material published on it including any risk assessments. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Forge for your personal use and you may draw the attention of others within your Organisation to content posted on Forge.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Forge must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on Forge for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of Forge in breach of these terms of use, your right to use Forge will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

14. Do not rely on information on Forge

The contents of Forge and risk assessments generated from Forge are provided for information purposes only. They do not constitute professional advice on which you should rely or a guarantee of accuracy. The information contained in Forge and the risk assessments are based on available data and sources believed to be reliable, but no representation or warranty, express or implied, is made regarding their completeness, accuracy, or suitability for any particular purpose.

You are advised to conduct your own independent analysis and seek professional advice before making any investment decisions or taking any other actions based on the content on Forge and risk assessments generated from Forge.

We make no representations, warranties or guarantees, whether express or implied, that the content on Forge or of the risk assessments is accurate, complete, up to date or suitable for any particular purpose.

We disclaim any and all responsibility or liability for any loss or damage, whether direct or indirect, arising out of the use of or reliance placed by you or any third parties on the content on Forge and of the risk assessments. This disclaimer applies to the fullest extent permitted by law.

The inclusion of any third-party information, references, or links does not imply endorsement or validation of their content.

15. Our liability

15.1 The material displayed on Forge is provided on an “as is” and “as available” without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- (b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with Forge or in connection with the use of or inability to use, reliance on or results of the use of Forge, any risk assessment, any websites linked to it and any information posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts,

loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This includes, but is not limited to, any errors, omissions, or inaccuracies in the risk assessments or any actions taken based on the information contained in them.

- 15.2 The contents of Forge are for general informational purposes only (and do not constitute any form of professional advice) and should not be used or relied upon as a substitute for detailed advice specific to you or your Organisation. Where the contents of Forge include a recommendation or a risk assessment, such recommendation or risk assessment is an expression of opinion only and not a statement of fact. Any decision to rely upon any such recommendation or assessment (or any other part of Forge) will be solely at your own risk, for which we accept no liability. The contents of Forge do not replace the need for you to make your own assessment. Before taking any action based upon any of the contents of Forge, you should consult one of our professionals or other appropriate advisor.
- 15.3 This does not affect our liability for death or personal injury arising from our negligence, nor any other liability which cannot be excluded or limited under applicable law.

16. How we may use your personal information

We will only use your personal information as set out in <https://www.another-day.com/privacy-notice>.

17. How we may use information you provide in Forge

Any information you provide in Forge will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but by submitting information in Forge, you are required to grant us, our group of companies, service providers, partners and sub-licensees a licence to use such information in connection with the operation of our and their businesses including, without limitation, the rights to: store, copy, distribute, transmit, reproduce, edit, translate and reformat your information and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use information you provide in Forge* in section 18 below.

Where you provide information in Forge or for the risk assessments generated in Forge, you acknowledge and agree that we and Gallagher group companies may use such information or data for benchmarking, risk modelling or other data analytics, service or product improvements and offerings, and similar business purposes and may share such information with third parties provided such information or data shared with third parties cannot be reasonably linked to you.

18. Rights you are giving us to use information you provide in Forge

When you provide information or content in Forge, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by Forge and across different media including to promote Forge or the service;
- a worldwide, non-exclusive, royalty-free, transferable licence for Gallagher group companies and partners to use the information or content for their purposes or in accordance with the functionality of Forge.

19. We are not responsible for viruses and you must not introduce them

We do not guarantee that Forge will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access Forge. You should use your own virus protection software.

You must not misuse Forge by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Forge, the server on which Forge is stored or any server, computer or database connected to Forge. You must not attack Forge via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Forge or to your downloading of any material posted on it, or on any website linked to it.

20. Rules about linking to Forge

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to Forge in any website that is not owned by you.

Forge must not be framed on any other site, nor may you create a link to any part of Forge other than the home page.

21. Rules about linking from Forge

Where Forge contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or recommend any views, advice, products or services offered on site accessible via Forge.

22. Which country's laws apply to any disputes?

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.

23. Our trade marks are registered

AnotherDay is the UK registered trade mark of Another Day Limited. You are not permitted to use it without our approval, unless it is part of material you are using as permitted under *How you may use material on Forge* in section 13 above.