



Terms of Business Agreement

Please read this document carefully. It sets out the terms upon which Two Three Bird Pty Ltd. (“we”, “us”, “our” or “TTB”) agrees to provide insurance services to you and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these Terms of Business that you do not understand.

Condition of Use

Please read these Terms of Business carefully. They will form an important part of any contract between us, your underwriters and you. By proceeding on our website and/or applying to us for insurance services by telephone or email, you agree to be bound by these terms, which, by proceeding, you confirm you have read and understood.

We draw your attention in particular to the following sections headed:

- Your responsibilities (section 3)
- Remuneration and sales (section 4)
- Fees (section 5.2)
- Cancellation right (section 6.1)
- Limitation of our liability (section 7)

In addition you acknowledge and agree that the insurer we work with may, from time to time, change its customer policies or trading conditions with their brokers and there may be changes to the law or regulations applicable to our business.

Accordingly, from time to time, the terms and conditions of these Terms of Business may need to be updated or amended without prior notice to you to take account of these changes.

If you renew your contract with your insurer, or purchase a new product or service from us, you will be bound by the then current Terms of Business, which may differ from these.

It is therefore important that you visit our website to review any key changes as you will be bound by them.

1. Two Three Bird Pty Ltd.

1.1 United States
1000 N. West Street
Suite 1200
Wilmington
Delaware
19801

1.2 United Kingdom

1st Floor
5 St Helen's Place
City of London
EC3A 6AB

1.3 Australia

Level 12
465 Victoria Avenue
Chatswood
Sydney
2065

1.4 South Africa

2nd Floor
De Wet Square
Cnr Bird Street and Church Street
Stellenbosch
7600

2. Our Services: Placing business and quotes provided to you

Our role will begin with assessing your insurance requirements based on the information you have provided to us. We will then determine whether or not one of our insurance products will be suitable to meet those requirements and that you meet the eligibility criteria. We will tell you the type and scope of service provided, the insurer, associated costs and any other information that may be applicable. You may then choose whether or not to proceed with the services.

7. Data protection and Privacy Statement

TTB will hold and process any personal data submitted to us by you or on your behalf in the course of: (i) applying for insurance products or services; (ii) using TTB's websites and services; and/or (iii) your communications with us ("Personal Data"). We will be acting as data controller under the Data Protection Act 1998 ("DPA") in relation to such Personal Data and are committed to complying with our legal obligations under the DPA. We will use such Personal Data for the following main purposes: (i) arranging for the provision of insurance services to you; (ii) communicating with you in connection with your service requirements; (iii) to comply with our legal and regulatory obligations; (iv) to help prevent, detect and deal with crime or fraud and; (v) to improve our understanding of your interests and of our products and services. We may disclose such Personal Data to carefully selected insurance companies who will process the Personal Data, as data controllers, for the purposes of providing your insurance services.

We and the insurer may use agents and service providers (some of whom may be located outside Europe) to collect, hold and process such Personal Data on our/their behalf for the purposes set out in these Terms of Business. These agents and service providers act on our/the relevant insurer's instructions (as applicable) and will only use data as TTB/the relevant insurer tells them to.

We and the insurer may disclose Personal Data to third parties (including to the police, other governmental bodies and other insurers) as required by law or if we/any of your insurer think the disclosure may help, prevent, detect or deal with crime or fraud.

We will also use such Personal Data to contact you by post or email about Insurance products, services and promotions which we believe will be of interest to you. If you do not wish us and/ to use the Personal Data for this purpose, please contact us and we will update our records accordingly.

You have the right to ask for a copy of the Personal Data we hold about you. If you find at any time that any of the Personal Data we hold about you is incorrect then you should promptly notify us and we will correct the inaccuracy. You can contact us about privacy issues by contacting us via phone (+44 20 3900 0245) or email (hello@twothreebird.com).

Our full Privacy Policy in accordance with the latest GDPR regulations are made available to you on our website twothreebird.com/privacy-policy

9. Website

9.1 Accuracy of information (website content)

TTB has taken every reasonable step to make sure the information contained in this website is accurate and up-to-date and would like to hear your views about site content. TTB however can accept no responsibility for any errors or omissions.

9.2 Links to other websites

The TTB website contains links to other websites. TTB accepts no responsibility or liability for the content of these websites.

10. Other Legalities

10.1 Governing law and jurisdiction

All quotations and policies that we obtain for you are subject to the law of the country applicable and subject to the exclusive jurisdiction of that countries courts unless stated otherwise.

10.2 Telephone calls

TTB may record or monitor telephone calls you make to us for training purposes and with the aim of improving the services that we provide to you.

10.3 Electronic communications

During the course of our relationship, we will use electronic mail (e-mail), sometimes attaching further data in electronic form. In working with us you accept the inherent risks of this method of communication, which include the risk of interception or unauthorised access, the risk of corruption and the risks of exposure to viruses and other harmful software. Any instructions or communication via e-mail cannot be considered notification to us unless receipt is acknowledged by us; this does not include an automatically generated reply.

We have virus-checking systems but you will still be responsible for checking e-mail sent to you. You will also be responsible for checking that messages are complete. Should a dispute occur between us, both of us agree that this form of communication represents legal evidence and TTB's systems represent the definitive record of electronic communications and documentation.

10.4 Copyright

The words “Two Three Bird” and the TTB logo are protected by copyright. The copyright for the material contained in this website is owned by TTB. You may view any part of the TTB website and print a copy of it for your personal use. You may not use, copy or distribute any of the material contained in the TTB websites for any other purpose, nor incorporate or distribute it in any other form or publication. You may however pass on information or images contained in our newsletter to third parties.

10.5 Severability

If at any time one or more of the provisions in these Terms of Business is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of these Terms of Business will not as a result be in any way affected or impaired.

10.6 Entire agreement

This document and any amendment constitute the entire terms on which we will transact general insurance business with you and no alteration will have effect unless issued or agreed by us in writing.