

Definitions

We / Our / Us	Mason Owen Financial Services Limited (MOFS) and subsidiaries thereof, registered in England and Wales (number 02217933) and whose registered office is 20 Chapel Street, Liverpool L3 9AG; Instant Title Solutions Limited (ITS), registered in England and Wales (number 12270421) and whose registered office is 20 Chapel Street, Liverpool L3 9AG.
Services	The use of any part of the Site for the purposes of arranging insurance for Your clients
Site	The Instant Title Solutions platform and any domain thereof including but not limited to www.instanttitlesolutions.com
Terms & Conditions	Those particulars outlined within this document
You / Your	An individual or firm of which that individual is a member, employee, Partner, or shareholder that uses Our Services

1. Your Use of Our Services

- 1.1 Before using Our Services, You must agree to these Terms & Conditions. If You fail to agree to these Terms & Conditions, You will be unable to use Our Services.
- 1.2 By agreeing to these Terms and providing Us with Your details, You agree that We will process those details to create an account for You so that You can use Our Services. By submitting Your details to Us, this does not guarantee You will be able to use Our Services. In the event We decide to not permit Your use of the Services, We will let You know and provide the reasons why.
- 1.3 As part of the application process, We may ask for additional information from You. By providing that information to Us, You are confirming that You are permitted to do so and accept that that information will be used by Us for the purposes of providing You efficient and compliant use of Our Services.
- 1.4 You agree that You will not copy, screenshot, scan, or in any way duplicate and/or distribute any part of the ITS platform for any purpose other than obtaining draft terms and binding insurance policies.
- 1.5 We agree that for as long as You have access to Our Services, We will endeavour to provide those Services to You in full and at all times.
- 1.6 You acknowledge that Our Services may be unavailable from time to time for a number of reasons within Our control including but not limited to platform maintenance or product/regulatory updates. We agree that any interruption to Our Services will only be as a result of necessity and, so far as We are able, carried out outside of regular working hours, and that we will let You know once Our services are available again.
- 1.7 You acknowledge that Our Services may be unavailable from time to time for reasons outside of Our control. In the event of Our Services being unavailable, We agree that We will endeavour to resume availability as soon as We are able to do so, and will let You know once this has been done.

1.8 In the event that only a part of Our Services are not available or there is a defect within only a part of Our Services, You agree that You will let Us know where possible, and give Us a reasonable amount of time to remedy the defect.

2. Our Liability to You

2.1 You agree that under no circumstances whatsoever will We be liable to You through contract, tort, or breach of statutory duty, arising from Your use of Our Services where such use causes You:

- 2.1.1 loss of turnover or profits;
- 2.1.2 loss of business or business opportunity;
- 2.1.3 loss of goodwill; or
- 2.1.4 any other indirect or consequential loss.

2.2 You agree to indemnify Us and Our employees, directors, and shareholders against all liabilities and losses of any kind in relation to any claims or actions brought against Us directly or indirectly arising from any breach of these Terms and Conditions by You.

2.3 We only use Your personal information in accordance with Our privacy policy. This is provided with all draft policies. If You would like a copy of this then please let Us know. For the avoidance of doubt, by using Our Site You are consenting to Us using Your personal and/or professional information for relevant purposes such as marketing. If You do not wish for Us to communicate with You in this way, then please let Us know at li@mofs.co.uk or by selecting 'Unsubscribe' on any such communication from Us.

3. Regulatory Requirements

3.1 By using Our Services You are confirming that You are:

- 3.1.1 A Member of the Solicitors Regulation Authority (SRA); or
- 3.1.2 A Member of the Council for Licensed Conveyancers.

3.2 By using Our Services You are confirming that:

- 3.2.1 You are directly regulated by the Financial Conduct Authority (FCA); or
- 3.2.2 You are exempt from the requirement for direct Financial Conduct Authority (FCA) authorisation under Section 327 of the Financial Services and Markets Act 2000 (FSMA); or
- 3.2.3 You are carrying out a regulated activity other than by way of business in accordance with Section 22 of the FSMA, and that by using Our Services You do not receive any remuneration of any kind which for the avoidance of doubt includes but is not limited to charging fees to or receiving any form of commission from a client for arranging insurance on their behalf.

4. Your Account

4.1 You agree that We have the right upon your instruction to access Your account for the purposes of adding, amending, or otherwise administering a policy you have asked Us to provide to You.

4.2 Once We approve You for Your use of Our Services, We will provide You with confirmation of Your username and password.

4.3 You agree that You will keep Your username and password as confidential and You must not disclose these to any other person at any time for any purpose.

- 4.4 We reserve the right to suspend or remove Your account or credentials at any time for any purpose. In doing so We will always explain to You the reasons why.
- 4.5 You agree that You are responsible for any person who may by any method gain access and subsequently use Your account for access to Our Services and any consequence of such actions.

5. Other Important Terms & Conditions

- 5.1 You acknowledge that these Terms & Conditions are solely applicable to Your use of the Site generally, and do not necessarily relate to the specific information provided by the platform relating to insurance activities. Those parts of the Site whose information relates solely to insurance activities are governed by Our separate Terms of Business Agreement which is provided with any draft policy or final policy documentation We provide. If You would like a copy of this then please let Us know.
- 5.2 We reserve the right to amend these Terms & Conditions from time to time. We will let You know of any significant change to Our Terms & Conditions, and You may be required at that time to agree to those changes in order to continue using Our Services.
- 5.3 We own all intellectual property rights in relation to the Site, and any of the material published on it. All such rights are reserved.
- 5.4 This contract is governed by English Law and You agree that in the event of a dispute We will submit to the jurisdiction and decision of the England court only.



Instant
Title
Solutions

In partnership with...

**mason
owen...**
financial services

Registered Office
7th Floor, 20 Chapel
Liverpool, L3 9AG

Trading Office
7th Floor, 20 Chapel
Liverpool, L3 9AG

