

Terms & conditions

The Website is operated by IFR Drones Ltd.

Moonrock, Moonrock Insurance Solutions and Moonrock Drone Insurance are trading names of IFR Drones Ltd (“**Moonrock**”, “**we**”, “**our**” and “**us**”). We are authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 979916.

IFR Drones Ltd is registered in England and Wales company registration number 09426291 Registered address 27a Maxwell Road, Northwood, HA6 2XY.

This page sets out the terms and conditions (“**Terms**”) between you and us which applies to your use of our websites, including www.moonrockinsurance.co.uk, any sub-pages and associated webpages, and to your use of our website widgets and applications (the “**Sites**”). These terms also apply to your use of services available at the Sites (the “**Services**”).

PLEASE READ THESE TERMS CAREFULLY. BY USING THE SITES OR SERVICES YOU ACCEPT THESE TERMS. YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF PARAGRAPH 7 (LIMITED LIABILITY) AND PARAGRAPH 17 (AUTOMATIC RENEWALS).

If you do not agree to these Terms, you must not use the Sites or the services.

We amend these Terms from time to time. Every time you wish to use the Sites, please check these Terms to ensure you understand and agree to the Terms that apply at that time.

Other terms may apply to your use of the Sites, including:

- our [privacy policy](#) (“**Privacy Policy**”). See further under Paragraph 10 (Provision of Information); and
- if you purchase insurance via any of the Sites, the relevant Moonrock terms of business agreement (“**TOBA**”), which sets out both your and our contractual and legal obligations in relation to the insurance arranged for you by us.

1. Conduct

You agree you will not (i) use the Sites to upload or distribute in any way files that contain viruses, bugs, corrupted files, or any other similar software or programs that may damage the operation of computer hardware or software; (ii) interfere or disrupt the Sites or any networks connected to the Sites; (iii) use any device, software or routine or attempt to interfere with the proper functioning of the Sites or any transactions being offered at the Sites; (iv) take any action that imposes an unreasonable or disproportionately large load on Moonrock's infrastructure; (v) use the Sites to collect or harvest personal information, including, without limitation, financial information, about other participants at the Sites; (vi) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (vii) post any misleading, fraudulent, defamatory, obscene or otherwise illegal information on the Sites; or (viii) use the Services available at the Sites (the “**Services**”) for illegal purposes. You agree to comply with all regulations, policies and procedures of networks connected to the Sites.

2. Intellectual Property

All information and material (including data, images, text and audio) on the Sites is the property of Moonrock and/or its licensors and is subject to copyright. All trademarks on the Sites are the property of Moonrock and/or our licensors. You are entitled to view, copy and print any documents from the Sites but only for your own internal business purposes. Any sale, transmission or redistribution of the Sites or their content, and any copying, modification or other use of the Sites or their contents for any purposes other than your own internal business purposes, is strictly prohibited.

3. Software Licence

All software used on the Sites is the property of Moonrock or its software suppliers. Moonrock hereby grants you a non-exclusive, royalty-free, non-transferable, revocable license to use software it owns and/or licenses solely for the purposes of your use of the Sites. Other than to the extent permitted by law, you may not decompile, reverse engineer or otherwise translate such software.

4. No Reliance

Moonrock is a non-advisory insurance intermediary, and does not provide legal, financial or professional advice. Content on the Sites is provided for general information only and is not intended to amount to advice on which you can rely. You must obtain professional or specialist advice if you require advice on your specific circumstances. Although we make reasonable efforts to update the information on the Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on the Sites is accurate, complete or up to date.

5. Links

If you decide to access any third-party sites or resources linked to the Sites, you do so entirely at your own risk. You acknowledge and agree that Moonrock 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 use of or reliance on any information, goods or services available on or through any external links from the Sites.

6. No Warranties

Without limiting the foregoing, Moonrock does not make any warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the content or information available on the Sites is complete, accurate or available, or (v) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations. No information, whether oral or written, obtained by you from Moonrock or through the Sites shall create any warranty not expressly made herein. We may suspend, withdraw or restrict the availability of all or any part of the Sites at any time for business and/or operational reasons.

7. Limited Liability

Moonrock (including its agents, directors, employees and representatives), its shareholders and affiliates shall not be liable for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or indirect, special, incidental, exemplary or consequential damages of any kind arising out of or in connection with your use of the Sites, even if they have been advised of the

possibility of such loss and whether or not they had any knowledge, actual or constructive, that such damages might be incurred. This exclusion includes, without limitation, any liability that may arise out of third-party claims against you. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, the Sites must be filed within one (1) year after such claim or cause of action arose or be forever barred. Nothing in these Terms excludes a party's liability for death or personal injury caused by negligence, or any other liability which cannot be excluded or limited by law.

8. Indemnity

You shall indemnify, defend, and hold harmless Moonrock and its shareholders, affiliates, employees, agents, successors, officers, and assigns, from any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees) that they may sustain or incur arising from (i) your use of the software available at the Sites, (ii) your failure to comply with any applicable laws and regulations or to obtain any licences or approvals from the appropriate government agencies necessary to purchase or receive the Services, (iii) your use of the content available on the Sites in any way contrary to the provisions of these Terms (iv) your breach of any of your representations, warranties or obligations set forth in these Terms, (v) the purchase, or purported purchase, of products and/or Services by you, or any loss suffered by or harm to any person or property in any way relating to or caused in whole or in part by the Services purchased by you (including to the extent permissible by law, without limitation, any personal injuries or death of any third person caused in whole or in part by such services), (vi) any taxes attributable to the Services or due on the purchase or sale of the Services, and/or (vii) alleged errors or omissions or misrepresentations in the information provided by you to Moonrock hereunder or in the listings of Services on the Sites. You agree not to settle any action, claim or demand on our behalf without our prior written consent. Moonrock shall have the right to conduct any litigation, with counsel of its choice, at your expense.

9. Monitoring

Subject to the terms of our Privacy Policy, you acknowledge that Moonrock or its designees reserves the right to, and may from time to time, monitor any and all activity or information transmitted or received through the Sites. Moonrock, in its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit any activity or the transmission or receipt of any information which Moonrock in its sole discretion deems inappropriate or that violates any provision of these Terms. During monitoring, information may be examined, recorded, copied, and/or used for authorised purposes in accordance with the Privacy Policy. Use of the Sites constitutes consent to such monitoring.

10. Provision of Information

In order to participate in and receive the Services, you must provide certain current, complete, and accurate information about you and/or your business when prompted to do so and update this information as required to keep it current, complete and accurate. You warrant that such information is accurate and current, and that you are authorised to provide this information. If any information that you provide is untrue, inaccurate, outdated or incomplete, Moonrock retains the right, in its sole discretion, to suspend or terminate your right to use the Services, the Sites and, where applicable, your customer account (as described in Paragraph 15 below). Any data or other information about you that you provide to us is subject to our Privacy Policy. Solely to enable Moonrock to use information you supply us with, you grant to Moonrock a non-exclusive licence to (i) convert such information into digital format such that it can be read, utilised and displayed by Moonrock's computers or any other technology currently in existence or hereafter developed capable of utilising

digital information (ii) use, reproduce, modify, display, market, publish, distribute, and/or transmit the information in connection with operating, demonstrating, or marketing the Sites or Moonrock's services, and (iii) combine the information with other content provided by Moonrock, in each case by any method or means or in any medium whether now known or hereafter devised. Moonrock retains all ownership rights in and to any modifications, enhancements or other contributions made by or on behalf of Moonrock to any information provided by you. Subject to our Privacy Policy, upon written request by you, Moonrock shall remove any of your information or proprietary names from the Sites within a reasonable period. Moonrock will only use the information in accordance with our Privacy Policy and as contemplated by these Terms. Except as otherwise stated herein or under our Privacy Policy, any material, information or other communication you transmit or post to the Sites ("Communications") will be considered non-confidential and non-proprietary. Moonrock will have no obligations with respect to the Communications. Moonrock and its designees will be free to copy, store, process, modify, display, market, disclose, distribute, incorporate, transmit and/or otherwise use the Communications and all data, images, sounds, text, and/or other things embodied therein for any and all commercial or non-commercial purposes.

11. Termination

You agree that Moonrock may, in its sole discretion, deny you access to the Sites and disable any user name and password associated with you for any reason, including, without limitation, if Moonrock believes in its sole discretion that you have violated or acted inconsistently with the letter or spirit of these Terms.

You agree that Moonrock shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services and/or products offered under the Sites.

Notwithstanding termination of your access to the Sites, any provisions within the Terms which are of a continuing nature shall survive and shall continue in full force and effect, including without limitation paragraphs 4 (No Reliance), 6 (No Warranties), 7 (Limited Liability), 8 (Indemnity), 11 (Termination), 12 (General) and 16 (Automatic Renewals).

12. General

The Sites are created and controlled by Moonrock in the United Kingdom. The laws of England and Wales govern these Terms and any claims and disputes arising out of or in connection with them (including non-contractual claims and disputes), and you and Moonrock agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Any waiver of any right or provision of these Terms will be effective only if signed by Moonrock and the failure of Moonrock to exercise or enforce any term or condition shall not constitute a waiver of such right or provision.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

Moonrock reserves the right to refuse to list or to modify or discontinue, temporarily or permanently, the Services and/or products offered via the Sites (or any part thereof) as it may choose in its sole discretion and with or without notice. Without limiting the generality of its right to exclude or discontinue the listing of Services, Moonrock may, in its sole discretion, exclude Services from the Sites if they are believed not to meet applicable industry standards or if Moonrock receives complaints from users of the Sites regarding listed Services.

The rights and limitations in these Terms apply to and are for the benefit of you and Moonrock, and a no third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in these Terms as between you and us.

You are not permitted to assign any of your rights under these Terms without the prior written consent of Moonrock.

You may not issue press release or make any public statement regarding your use or participation in the Sites without the prior written permission of Moonrock.

You and Moonrock are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Moonrock is intended or created by these Terms.

13. Intended audience

The Sites are directed to, and are intended for use by, people residing in the United Kingdom only. We make no representation that content available on or through the Sites is appropriate for use or available outside of the United Kingdom.

14. Insurance Transactions

The Sites allows users to prepare and submit requests for insurance quotes from Moonrock, who may respond to such requests with a price quotation.

You will not receive advice or a recommendation from us. However, when you complete a request for insurance quotes we may:

- ask you certain questions so that we can narrow down the selection of insurance products we make available to you; and
- pre-populate questions and answers based on information that we have assumed about you or obtained from our database and/or third-party sources.

As we provide information only, you will need to check and verify any assumptions and pre-populated questions and answers before obtaining quotes and make your own choice about which insurance policy to buy.

When processing insurance requests Moonrock acts as the intermediary between the buyer and insurer and operates a "delegated authority" with respect to the provision of specific types of insurance.

These types of insurance include, but are not limited to, public liability, employers' liability and material damage for Unmanned Aerial Systems (Drones).

For the types of insurance that we offer under this delegated authority we are subject to the regulation of the Financial Conduct Authority. Please refer to <http://www.fca.org.uk/> for up-to-date details of the extent of our authority.

We collect and use relevant information about you to provide you with your insurance, and to meet our legal obligations. This includes your personal and contact details, and may also include more sensitive information, for example, about any criminal convictions you may have. The way insurance

works means that your information may be shared with, and used by, a number of third parties in the insurance sector, including insurers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies, and compulsory insurance databases. We will only disclose your personal information in connection with the insurance that we provide and to the extent required or permitted by law. For more information, please see our [privacy policy](#)

15. Customer Account

If you purchase insurance via the Sites, you will be provided with the option to register for a customer account which allows you to access information about your policy online. To complete registration, you must click the link in your registration email and create a password for your account. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your username or password. You agree to (i) immediately notify Moonrock of any unauthorised use of your username or password or any other breach of security, and (ii) ensure that you exit from your account at the end of each session.

16. Your Payment Details

Where Moonrock takes your bank account/credit card payment details for the payment of financial services/insurance, we only do so with your authorisation. Wherever we do this, we use encryption when transmitting payment data to our payment providers in order to protect your data. Our current payment providers are Stripe Payments Europe, Ltd (for debit and credit card payments) and Hiscox Insurance (for direct debit payments). Moonrock may change its payment providers at any time without notice, and will only use payment providers who comply with applicable data protection legislation and hold your details securely.

We do not hold your payment details directly on our systems, although we are able to securely reference these details directly with the payment provider.

17. Automatic Renewals

Where you purchase a policy of insurance through the Sites, we may automatically renew your cover and take further payment before the current policy has lapsed to enable you to receive continuous insurance cover.

We will always notify you before a new policy starts. By purchasing insurance via Moonrock from the Sites using a credit or debit card, you authorise Moonrock and/or its payment provider on a continuing basis to (a) retain and securely store your credit or debit card details for this purpose; and (b) send instructions to the financial institution that issued your card to take further payments from your card account in accordance with these Terms.

You understand that the amount payable under your new policy may differ from that under your current policy. You confirm that the continuing payment authorisation applies to the amount under the new policy. This does not affect your right to cancel either this authorisation or your insurance in line with Moonrock's cancellation policy as set out in the TOBA.

You can tell us not to automatically renew your insurance policy any time before payment is processed. If you'd like to opt out, simply contact us by emailing info@moonrockinsurance.co.uk, or phone **0800 852 75** if you'd prefer to give us a call.