Marsh Belgium - SIP WEB SITE TERMS AND CONDITIONS OF USE

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This website is edited by Marsh N.V./S.A. ("Marsh") with registered office at Avenue Herrmann-Debroux/Herrmann-Debrouxlaan, 2, BE-1150 Brussels (Belgium) (Crossroads Bank of Enterprises Brussels n° 0402 276 906).

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1. **User Agreement to Terms**. You represent that you have read and agree to be bound by the TERMS for the Service. You further agree: (i) to comply with applicable Belgian laws and regulations regarding the transmission of any data obtained from the Service in accordance with the TERMS; (ii) not to use the Service for illegal purposes; and (iii) not to interfere or disrupt networks connected to the Service.

2. Intellectual Property. This Service is protected by Belgian intellectual property law. All present and future copyright, trademarks, trade secrets, patents, service marks, databases, know-how and other intellectual property rights relating to this website are vested in Marsh and its licensors. You acquire no rights in the Service other than the limited right to use the Service in accordance with these TERMS. You agree to abide by all applicable copyright, trade mark, and other laws, as well as any additional copyright notices or restrictions contained in the Service. You agree to protect the proprietary rights of Marsh and its licensors and agree to promptly notify Marsh in writing upon becoming aware of any unauthorized access or use of the Service that infringes upon any such proprietary rights, and of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

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5. **Communication Services**. This site may contain news groups, forums, and/or other messages or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You may be required to register to use the Communication Services. You agree to maintain the confidentiality of your password as a result of your registration, and you agree not to disclose it to any other individual or entity. You agree that you are fully responsible for maintaining the confidentiality of your password and that you will be responsible for any breach of this obligation, including any damages which flow from, or are connected to, such breach, without limitation. You agree that you are fully responsible for all activities that occur under your password. You also agree to contact Marsh immediately if you have any reason to believe that your password has been compromised.

You agree that you are responsible for any content to post or otherwise submit through the Communication Services, including its legality, reliability, appropriateness, originality and copyright. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Marsh has no obligation to monitor the Communication Services; however, Marsh reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Marsh reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Marsh will manage any personal information it collects via the Service in accordance with its <u>Privacy</u> <u>Policy</u>. In accordance with its Privacy Policy, Marsh reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Marsh's sole discretion.

Marsh does not claim ownership of the materials you provide to Marsh (including feedback and suggestions) or post, upload, input or submit to any Communication Services (collectively "Submissions"). Any content you upload to the Service will be considered non-confidential and non-proprietary. By posting, uploading, inputting, providing or submitting your Submission you are granting Marsh, its affiliated companies and sub-licensees permission to make your Submission available to third parties and to use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. Marsh has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Service constitutes a violation of their intellectual property rights, or of the right to privacy.

No compensation will be paid with respect to the use of your Submission, as provided herein. Marsh is under no obligation to post or use any Submission you may provide and may remove or edit any Submission at any time in Marsh's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

6. **License**. You acquire no rights or licenses in or to the Service and materials contained therein other than the limited right to utilize the Service in accordance with the TERMS.

7. Linking and Framing. Marsh prohibits caching the Service, unauthorized hypertext links to the Service, and the framing of any materials available through the Service. Marsh reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the contents of any other websites linked to the Service. Other internet sites which are linked to the Service have their own terms and conditions of use and privacy policies. Access to any other websites linked to the Service is at your own risk and Marsh expressly disclaims any and all liability related to such websites.

8. Linking - Additional Terms. (1) By linking to this site, you represent that you have read and agree to be bound by the TERMS. (2) Upon linking to this site pursuant to the TERMS, you will be granted a non-exclusive, non-transferable, royalty-free license to use the "Marsh" name solely for providing an underlined, textual link from your Web site to www.Marsh.be, and for no other use; (3) You may include a link(s) on your Web site only to the Marsh.be home page, currently located at http://www.Marsh.be ("Home Page") provided that you first send to Marsh via the Contact Us Form (*http://belgium.marsh.com/Contacteznous.aspx*) or at sip@marsh.com: (a) your name or the name of the technical contact responsible for the link(s); (b) the name of your company; (c) the email address and telephone number for you or the technical contact responsible for the link(s); and (d) the Service address(es) where the link(s) to the Home Page will appear; (4) Without specific, written consent by Marsh, you specifically may not link to an internal or subsidiary page of the Service that is located one or several levels down from the Home Page ("deep link"), or bring up or present content of this site within another website ("frame").

9. **Disclaimer and Limitation of Liability**. The content on this site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this site.

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10. Limitation of Liability. NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION. OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY BELGIAN LAW. TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL MARSH, ITS SUPPLIERS OR ITS THIRD PARTY AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF AN AUTHORIZED REPRESENTATIVE OF MARSH HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TERMS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, UNAUTHORISED ACCESS, OR ANY FORCE MAJEURE. MARSH CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE.

11. **Representations and Warranties**. You represent, warrant and covenant that you: (i) have the power and authority to enter into this agreement; (ii) can form legally binding contracts under applicable law; (iii) shall not use any rights granted hereunder for any unlawful purpose; and (iv) shall use the Service only as set forth in these TERMS.

12. **Indemnification**. You agree, at your own expense, to indemnify, defend and hold harmless Marsh and its employees, representatives, suppliers and agents, against any claim, suit, action or other proceeding, to the extent based on or arising in connection with your use of the Service, or any links on the Service; (ii) a violation of the TERMS by you or anyone using your computer; (iii) a claim that any use of the Service by you or someone using your computer; (iii) a claim that any use of the Service by you or someone using your computer infringes any intellectual property right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer or your password; or (v) any misrepresentation or breach of representation, warranty or covenant made by you contained herein. You agree to pay any and all costs, damages and expenses (including legal fees) and costs awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.

13. **Termination**. Either you or Marsh may terminate this agreement with or without cause at any time and effective immediately. You may terminate by discontinuing use of the Service. If Marsh determines, in its sole discretion, that you are in breach of the TERMS Marsh may suspend your access to the Marsh site and refuse to provide you with any further access to it. Upon termination by you or upon your suspension by Marsh, you must promptly destroy all materials obtained from the Service and any copies thereof. Sections 2, 3, 7, 5, 8, 9, 10, 11, 12, 14, 19 and 21 shall survive any termination of this agreement.

14. **Governing Law**. These TERMS shall be governed and construed in accordance with the laws of Belgium. You agree to submit to the jurisdiction of the courts of Brussels in Belgium with respect to any legal proceedings arising out of this agreement.

15. Access Outside Belgium. If you choose to access the Service from outside the United Belgium, you are responsible for compliance with all relevant foreign and local laws. Marsh shall not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under EU Common Foreign and Security Policy, UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations. By using the Service, you represent and warrant that you are in compliance with all local and foreign laws.

16. **Miscellaneous**. Certain areas of the Service are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

17. **Correspondence**. Any questions, enquiries or complaints which you have in relation to the Marsh site or in relation to Marsh should be sent via our Contact Us Form (*http://belgium.marsh.com/Contacteznous.aspx*) or at **sip@marsh.com**.

18. **Severability**. If any provision of these TERMS is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these TERMS and shall not affect the legality, validity and enforceability of any remaining provisions.

19. **No Assignment**. You may not assign these TERMS or your rights and obligations under these TERMS without the express prior written consent of Marsh which may be withheld in Marsh's sole discretion. Marsh may assign these TERMS and its rights and obligations under these TERMS without your consent.

20. **No Waiver**. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under these TERMS will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.