

HOKODO

Buy. Sell. Do. More.

TERMS & CONDITIONS

v1.4.5 – 8 January 2024

PURPOSE

This document details the Terms & Conditions for the relationship between Hokodo and its users.

Hokodo Terms & Conditions

Last updated: 8th January 2024

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1. Introduction and scope

The aim of this document is to outline the terms by which Hokodo Services Limited (henceforth referred to as “**we**” or “**us**”, “**our**”) will generally engage with the users of **our** services (henceforth referred to as ‘**you**’ or ‘**your**’), those services including **our** website and – in particular – **our** quote-and-bind process and the policy administration portal which we make available to our insurance carriers.

By accessing **our** website, **you** are agreeing to be bound by this agreement, all applicable laws and regulations, and agree to be responsible for compliance with any applicable local laws. If **you** do not agree with any of these terms, then **you** are prohibited from using or accessing **our** services.

Other applicable documents

Cookie policy

Please refer to **our** [cookie policy](#) for information regarding which cookies we use on our website and how to disable them.

Privacy policy

Please refer to **our** [privacy policy](#) for information regarding the basis on which **we** process Personally Identifiable Information.

Information about us

In the UK **we** are a company registered in England and Wales (registration number: 11351988). **Our** registered address is 77 Leadenhall Street London EC3A 3DE. **Our** trading address is 77 Leadenhall Street, London EC3A 3DE. **Our** contact details are provided on our website.

In the UK **we** are a Lloyd's coverholder, authorised and regulated by the Financial Conduct Authority under registration number 969484.

In France **we** are a company registered under SIREN number 847859352. Our registered address is 39-41 Rue de la Chaussée d'Antin, Paris, 75009, France.

In France **we** are registered as an insurance intermediary number 19001909 by ORIAS (Organisme pour le Registre des Intermédiaires en Assurance).

In Lithuania, we are a company registered in Vilnius (registration number: 305007941) as Hokodo UAB. **We** are an Electronic Money Institution (Licence No 44), supervised by the Bank of Lithuania.

2. Limit of liability

Outside the scope of any financing contract or insurance policy **you** have with **us**, **we** are not liable to **you** for any loss arising in relation to **your** use of **our** services, except for loss caused by **our** own negligence or wilful misconduct. In the event that **we** are liable, the limit of **our** liability shall be the fees **you** have paid **us** for the use of **our** services or such other amount as is stated in the financing contract or insurance policy **you** have with **us**.

You will be liable to **us** and identify to **us** any breach of these Terms & Conditions that **you** make. **You** will be liable for any consequential loss or damage **we** suffer as a result of such breaches.

3. Using our services

We provide business-to-business insurance and financing solutions to merchants and their customers.

Credit and fraud checks

In order to evaluate eligibility of **our** merchants' buyers for payment terms, **we** may use data from a variety of sources including credit reference agencies, fraud bureaux and other organisations. The information may be used to tailor a price and to help prevent fraud. If **you** have any questions about this or any other matter, please do not hesitate to contact **us**.

Your responsibility to provide accurate information

If **you** make use of **our** services, **you** may need to provide **us** with certain information. **You** are responsible for answering any questions in relation to any payment terms, financing agreement, or proposal for insurance cover honestly and to the best of **your** knowledge, providing complete and accurate information.

If **you** fail to disclose information, or misrepresent any fact which may influence **our** or **our** insurer's decision to accept a transaction or contract, or affect the terms offered, this could invalidate your ability to make a claim on any policy or to obtain financing from us in the future. **We** are not liable for any acts or omissions resulting from **your** failure to provide accurate information.

Your responsibility to keep us up to date

It is **your** responsibility to keep **us** up to date on any changes to **your** personal details such as (but not limited to): name, address and contact details.

Your responsibility to understand all insurance or financing documents

It is important that **you** read all insurance or financing documents issued to **you** and ensure that **you** are aware of the conditions, cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could prevent you from obtaining financing, or invalidate **your** policy or mean that claims may not be paid.

Financial services compensation scheme

In the UK **our** insurance activities are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under your policy. If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of the policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Your access to our website

We do not guarantee that **our** website, or any content on it, will always be available or uninterrupted. From time to time, **we** may need to deploy or provide patches, updates, upgrades, additional content or other modifications to **our** website which may result in the website being temporarily unavailable. **We** will take reasonable measures to minimise the impact of any updates and upgrades on **your** use of the website, and where possible provide advanced notice of any updates and upgrades which may impact the use of our website.

While **we** take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the website, **we** cannot guarantee that there will not be any.

4. Complaints

We are committed to providing the highest standards of service to **our** users. Should **you** be dissatisfied with any aspect of **our** performance, please follow the procedure set out below, so that **we** can address and resolve **your** complaint as quickly and effectively as possible. Contact **us** either by telephone, email or in writing and provide details of **your** complaint, including copies of any relevant documentation at:

Hokodo Services Limited
77 Leadenhall Street
London EC3A 3DE

Email: support@hokodo.co
Telephone: +44 (0)20397 41620
Web: www.hokodo.co

Hokodo SAS
39-41 rue de la Chaussée d'Antin
75009 Paris
France

Email: support@hokodo.co
Web: www.hokodo.co

Hokodo UAB
Gynėi str. 4-333, LT-01109 Vilnius

Email: support@hokodo.co
Web: www.hokodo.co

8. Other matters

Please refer to **our** website for **our** latest copy of these terms and conditions.

We will do **our** best to resolve any disputes over these Terms & Conditions and **your** use of **our** services. These Terms & Conditions shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these Terms & Conditions, both parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

You are responsible for regularly checking for emails from **us** and to ensure **our** emails are not sent to a junk mail folder.

We reserve the right to refuse the use of **our** service or a part of **our** service to any user at **our** absolute discretion.

If any part of these Terms & Conditions is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

If **you** breach these Terms & Conditions and **we** take no action against **you**, **we** will still be entitled to use **our** rights and remedies in any other situation where **you** breach these Terms & Conditions. Likewise, **you** will still be entitled to **your** rights and remedies if **we** breach these Terms & Conditions. Should either party fail to, or delay, exercise of any right or remedy available under these terms, this will not impede that party's ability to exercise such rights in the future. A waiver granted relating to a breach of these terms shall not extend to any further breaches.

The materials (including the user interface and designs) contained on **our** website and documents are protected by applicable copyright and trademark law. These materials are **our** proprietary property and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with **us**. **You** may not remove or modify any proprietary marking. **We** reserve all rights unless expressly granted in this agreement.

We may temporarily suspend **our** services to you if **we** – in good faith – believe that, as part of using **our** service, **you** have violated a law.

A person not party to this agreement has no rights, under the Contracts (Rights of Third Parties) Act 1999, to enforce any of these terms, however this does not affect any right or remedy that exists or is available apart from that act.

Neither party may assign or transfer this agreement to a third party, except that this agreement may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.