Disclaimers:

1. Terms & Conditions

- **Authorized Use & Licensing:** Grant a non-transferable, revocable license for users to access the cloud platform. Explicitly forbid reverse engineering, unauthorized sub-licensing, or using the software for competitive benchmarking.
- **Account Security:** Users are responsible for all activities under their ID. They must maintain password confidentiality and immediately report any unauthorized access.
- **Service Availability (SLA):** Note that the platform is provided on an "as is" and "as available" basis. Include provisions for scheduled maintenance and notify users of any material deprecation of features.
- **Data Ownership:** Ensure the customer (underwriter or broker) retains ownership of their policyholder and business data while granting the platform a license to process it for service delivery.

2. Role-Specific Obligations

- **Underwriters:** Must disclose all risk factors accurately during the underwriting process. The system should disclaim responsibility for the financial solvency or claim-paying ability of any specific insurer.
- **Brokers & Intermediaries:** Must comply with 2025 regulatory requirements, such as **Treating Customers Fairly (TCF)** and maintaining updated professional development (CPD) status. They are responsible for obtaining all necessary client consents before entering data.
- **Microinsurance Specifics:** Terms must reflect microinsurance-specific regulations, such as the **12-month maximum contract term** and prescribed benefit limits.

3. Essential Disclaimers

- **No Professional Advice:** State that information provided by Miembros is for administrative purposes only and does not constitute financial, legal, or investment advice.
- **Financial Security Disclaimer:** Explicitly state that the platform does not guarantee the financial status or solvency of insurers.
- **Errors and Omissions:** Disclaim liability for damages arising from errors, omissions, or calculations that may occur due to rounding or incorrect user input.
- **Liability Limitation:** Cap total liability at a fixed amount (e.g., 12 months of fees) and exclude indirect, incidental, or consequential damages such as lost profits.

4. Regulatory & Compliance Clauses

- **Data Protection (POPIA/GDPR):** Include a comprehensive Data Processing Addendum (DPA) to handle sensitive personal information, particularly concerning health or financial data.
- **Conflict of Interest:** Provide a policy to identify and manage potential conflicts between brokers, underwriters, and third parties.
- **Audit Rights:** Reserve the right to audit intermediary compliance with the agreement, including verifying user counts to prevent "excessive use" beyond paid limits.