

## GENERAL CONDITIONS OF USE FOR PORTAL USERS

These conditions of use set out the terms and conditions on which You may access and use the Portal provided by Claims Portal Ltd ("CPL"), a company incorporated in England and Wales with company number 07237927 (the "**General Conditions of Use**").

These General Conditions of Use are legally binding on all users of the Portal to the extent applicable depending on your method of access (for example; certain terms, where indicated, will only apply to A2A access to the Portal and not to web browser-based access). CPL reserves the right to vary and amend these General Conditions of Use from time to time. Any amendments will be published on the CPL Website and Your continued use of the Portal will be taken as Your agreement to the current version of these General Conditions of Use. You will not be able to proceed to the Portal unless you agree to be bound by these General Conditions of Use.

### **Notes for Litigants in Person:**

Condition 2 (Authorised Users' Obligations and Undertakings) is split into two categories: Category A and Category B. Category A contains terms applicable to all Authorised Users (Representatives and Litigants in Person). Category B contains terms only applicable to Representatives. If you are a Litigant in Person, please disregard Category B.

Your attention is drawn in particular to Condition 6 (Limitation of Liability and Indemnity) of these General Conditions of Use.

## 1. Definitions

Some words and expressions used in these General Conditions of Use have particular meanings, as follows:

<b>"A2A"</b> :	means the method of messaging the Portal systems by means of an XML or other communication from one software application to another;
<b>"Affiliate"</b> :	means any party involved in the provision of Services to CPL under these General Conditions of Use;
<b>"Authorised User"</b> or <b>"You"</b> and <b>"Your"</b> :	means a Representative or a Litigant in Person;
<b>"Changes"</b> :	has the meaning given to it in Condition 2.7
<b>"Charges"</b> :	has the meaning given to it in Condition 4.3;
<b>"Civil Procedure Rules"</b> :	means the procedural code relating to the conduct of civil litigation in England and Wales issued by the UK Ministry of Justice;

<b>"Claimant":</b>	means an individual who is the subject of a Claim and whose details may be submitted between Authorised Users via the Portal;
<b>"Claims":</b>	means claims made under and subject to the Pre- Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents and the Pre- Action Protocol for Low Value Personal Injury (Employers' Liability and Public Liability) and related rules as may be established and amended from time to time by Parliament through the Ministry of Justice;
<b>"Claims Data" :</b>	means such information about a Claim as submitted via the Portal by an Authorised User via the web based browser application or by A2A (as applicable) from time to time and which may include Claimant personal data;
<b>"Communication" and "Communicate":</b>	means electronic communication via the Portal between Authorised Users solely in respect of the processing of Claims and involves an Authorised User submitting Claims Data via the Portal;
<b>"Confidential Information":</b>	means all information which is marked or designated confidential or should otherwise be considered confidential due to its nature which is disclosed by one party to the other in connection with these General Conditions of Use whether before or after the date of signature of these General Conditions of Use in respect of the disclosing party and its business and operations whether in writing, orally or by other means (including but not limited to commercial, financial, technical or other documents, software, the API (as defined in Schedule 1), know-how, information relating to licensors, suppliers and subcontractors and all messages, instructions, Claimant Data and information passed or transmitted via the Portal);
<b>"CPL":</b>	means Claims Portal Limited and any company that may be involved from time to time in connection with the provision of the Portal and the Services;
<b>"CPL Appeals Committee":</b>	means a sub-committee of the CPL board of directors consisting of one board member from each of the two Portal user communities (the insurer/compensator community and the claimant representative community), such committee being formed for the purpose of deciding on appeals made pursuant to Condition 8.5;

<b>"CPL Behaviour Committee":</b>	means the Behaviour Committee appointed by the CPL Board from time to time;
<b>"CPL Website":</b>	means <a href="http://www.claimsportal.org.uk">www.claimsportal.org.uk</a> ;
<b>"Data Protection Regulations":</b>	means the EU General Data Protection Regulation (GDPR), the Data Protection Act 2018 ("DPA 2018") the Privacy and Electronic Communications (EC Directive) Regulations 2003, EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC as amended, the Regulation of Investigatory Powers Acts 2000 and 2016 as amended and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data (as defined under the GDPR and DPA 2018) or relating to privacy under any jurisdiction applicable to these terms and conditions as the same may be amended, modified or replaced from time to time;
<b>"Data Subject Access Request":</b>	means the exercise by a data subject (as defined in the GDPR) of its rights under Article 15 of the GDPR;
<b>"FCA":</b>	means the Financial Conduct Authority;
<b>"Good Industry Practice":</b>	means those practices which, according to a suitably qualified person with reasonable experience of the relevant industry (which, for the avoidance of doubt, shall mean the software associated services industry), comprise generally accepted good practices in the relevant industry;
<b>"Helpdesk":</b>	means the Authorised User support line for assistance with technical problems relating to use of the Portal which is available from the Web Page;
<b>"Identification Details":</b>	means the unique user name, and password required for an Authorised User to access and use the Portal;
<b>"Individual User":</b>	means the individual end user authorised by the Authorised User to use the Portal and where applicable the term "Authorised User" includes all Individual Users. Where the Authorised User is a Litigant in Person, the Individual User shall be that Litigant in Person;
<b>"Litigant in Person":</b>	means an individual claimant pursuing a claim through the Portal without the assistance of a

	claimant lawyer or other regulated claimant representative;
<b>"Portal":</b>	means the CPL branded online application, including and / or other applications or software (as modified by CPL from time to time), which shall provide Authorised Users with web based browser and / or A2A means with which to access and transmit the Claims Data as appropriate;
<b>"Protocol":</b>	means the 'Pre-action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents' and the Pre-action Protocol for Low Value Personal Injury (Employers' Liability and Public Liability)' Claims issued by the UK Ministry of Justice;
<b>"Representative":</b>	an insurer, compensator or other third party administrator, claimant lawyer or other regulated claimant representative authorised to conduct litigation in England and Wales and who is assisting an individual claimant to pursue a claim through the Portal;
<b>"Quarterly Reviews":</b>	has the meaning given to it in Condition 2.28(f).
<b>"Services":</b>	means all the services necessary to enable the Authorised User to facilitate Communication through the Portal;
<b>"User Guide":</b>	means such system administrator user guide to the Portal as may be issued to You by CPL from time to time;
<b>"Web Page(s)":</b>	means www.claimsportal.org.uk or such other URLs as may be notified to Authorised Users by CPL from time to time, for the location of the web-Portal which gives web access to the Portal;
<b>"Your System":</b>	means the computer system (including hardware and software) used by an Authorised User to access the Portal and, in the case of access by A2A users, 'Your System' includes Your User Interface (as defined in Schedule 1).

## 2. Authorised Users' Obligations and Undertakings

### **Category A: Terms Applicable to all Authorised Users (Representatives and Litigants in Person)**

By using the Portal You agree, represent and warrant that:

2.1 You have read and agree to be bound by these General Conditions of Use;

2.2 You have the authority and capacity to agree to these General Conditions of Use;

### Accessing the Portal

- 2.3 You will have gained access to the Portal by receiving CPL registration services through the Web Page;
- 2.4 You will not access the Portal from another country if it is not permissible to do so in that country, and acknowledge that it is Your responsibility to check the legal position in other countries. If You access the Portal from a country outside the United Kingdom, or any country which limits electronic communications of the kind contained in the Portal, You are responsible for complying with the local laws of that country and agree that You will indemnify CPL against any loss which it may suffer as a result of Your failure to comply with this obligation;
- 2.5 all information given as part of the registration process to gain such access and use such rights as are granted in these General Conditions of Use is true and complete in all material aspects;
- 2.6 You are responsible for any third party service (including but not limited to 'internet service providers') through which You access the Portal, including compliance with any terms and conditions applicable to, and payment of any charges connected with, any such service.
- 2.7 You are responsible for checking the Web Page for announcements made by CPL relating to changes to the Portal, the Services and/or to these General Conditions of Use (including the User Guide) ("**Changes**") and for ensuring Your own compliance and that of Your System, at Your cost, with such Changes. CPL will provide You with reasonable guidance on the implementation of Changes. If requested by reasonable notice in writing from CPL, Authorised Users shall at their own cost provide CPL with such assistance as is reasonable to allow CPL to conduct user acceptance testing of changes to the Portal;

### Your Conduct While Using the Portal

- 2.8 You will keep Your own records of information submitted and received by You via the Portal and You shall not rely on the Portal for any data storage purposes or use or rely on it as a case management system;
- 2.9 You will use the Portal only:
- (a) for the purpose of Communicating in accordance with the Protocol and the Civil Procedure Rules; and
  - (b) in accordance with all applicable laws, these General Conditions of Use and the User Guide;
- 2.10 You will not use the Portal to engage in any conduct that could have or could reasonably be expected to have a detrimental effect on the reputation of the Portal or of CPL;
- 2.11 To the extent that CPL use sub-contractors to provide the Portal and manage the Services, You agree to co-operate with CPL and with such third parties in good faith as necessary in order for You to gain access to the Portal, receive the Services and comply with your obligations under these General Conditions of Use;

- 2.12 You will not do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal; and
- 2.13 You acknowledge that any breach of these General Conditions of Use could impact negatively on the operation of the Portal.

### Technical Requirements

- 2.14 You are responsible for employing reasonable information technology related competency, skill and knowledge in using the Portal. CPL shall not be liable for such losses as may arise from a failure by an Authorised User in this respect. Before choosing to use the Portal an Authorised User should ensure that they have the appropriate equipment and computer capabilities sufficient for the purpose. You are responsible for ensuring that Your System is compatible with the Portal. Additional conditions applicable to Your System for A2A access to the Portal are set out in Schedule 1;
- 2.15 In the event of queries relating to the standard functionality of, and access to, the Portal You should refer to the "Using the Portal" and "User Guides" sections of the CPL Website. If You have queries on matters not covered in the User Guidance these may be directed to the Helpdesk; the service availability hours for which are as described on the Web Page. However, You are responsible for ensuring Your own compliance with the process relating to Claims set out in the Civil Procedure Rules and the Protocol. The Helpdesk will not advise You on any such issues relating to compliance with the legal processes;
- 2.16 If You require additional support, CPL reserve the right to charge You for such support at the rates displayed on the Web Page from time to time. For these purposes, "Additional Support" shall mean technical support additional to or outside the scope of that described in Conditions 2.15 and this Condition 2.16 and in the case of A2A user access only, to paragraph 4.3 of Schedule 1 (regarding initial integration support to new A2A users) including, for example: additional integration support for Changes; responding to ad hoc queries relating to functionality that is not part of the then current functionality of the Portal; and support relating to initial integration of new A2A users that is additional to the two days described in Schedule 1.

### Identification Details and Security

- 2.17 You will not permit any person who is not an Individual User to access or use the Portal through Your System;
- 2.18 To enable the Authorised User to access and use the Portal, the Authorised User must correctly identify itself using the Identification Details. You agree that CPL is entitled to rely on the use of the Identification Details as adequate identification of You or persons authorised to use the Portal on Your behalf.
- 2.19 An Authorised User will be offered a limited number of attempts to enter their Identification Details correctly. If this information is entered incorrectly on the limited number of attempts permitted, the Authorised User's rights to use the Portal may be temporarily suspended and their account temporarily disabled by CPL.
- 2.20 Authorised Users must keep the Identification Details secure and not disclose them to anyone who is not authorised to use them on Your behalf. If You believe that someone else has obtained possession of any of the Identification Details You should immediately contact the Helpdesk.

2.21 As an Authorised User You are responsible for all use made of the Portal under the Identification Details. In addition, any client management system used as part of Your System to facilitate access to the Portal must maintain the Identification Details in a secure manner. As such You should take adequate precautions, ensuring that:

- (a) bearing in mind that the use of communications via email (for example, for administrative purposes to contact CPL or the Helpdesk) is not a completely reliable or secure method of communication;
- (b) only You are able to access the Portal and You comply with all security procedures notified to You from time to time;
- (c) all the Identification Details are kept in a secure place;
- (d) You do not disclose any or all of the Identification Details to any other person except as may be necessary and on a need to know basis only Individual Users may disclose their personal Identification Details to Your system administrator (who may keep a secure record of the same);
- (e) You do not save the Identification Details on to Your PC or write them down;
- (f) You do not leave Your PC unsecured while You are connected to the Portal;
- (g) You do not use the Portal from any computer connected to a local area network without first making sure that no-one else will be able to observe or copy any of the Identification Details or gain access to the Portal purporting to be You and that You do not access the Portal from an unsecured network; and
- (h) You do not allow any third party, whether on your behalf or otherwise, to implement any hub that establishes links between Authorised Users or submits or retrieves claim notification forms or other messages via the Portal on behalf of more than one Authorised User simultaneously with the aim of replacing and/or mirroring all or part of the functionalities of the Portal and neither will You facilitate any third party in so doing.

CPL will not be liable for any consequences of failure by the Authorised User to comply with the foregoing provisions.

2.22 You are responsible for applying good industry practice or if You are a Litigant in Person good practice for personal computer users to ensure that Your System is free of any computer virus or other harmful code and adequately maintained in every way. CPL will not accept any message or instruction that You send using the Portal if the message or instruction contains a computer virus or other harmful code and these will be deleted. If such a message is falsely transmitted because of a breach of this Condition by You, then You shall be fully liable for any resulting loss and shall indemnify CPL and its Affiliates for any resulting loss suffered by them.

2.23 You shall allow CPL or our appointed agents access to any of Your premises, relevant records, personnel, equipment and systems (including Your System) as may be reasonably required by CPL to carry out an audit, in order that CPL can verify Your compliance with these General Conditions of Use. CPL will use reasonable endeavours to minimise any disruption to Your business during conduct of an audit and CPL will provide You with at least 5 business days written notice of an audit unless such audit is conducted in respect of a suspected fraud or material breach of these General

Conditions of Use in which event no notice shall be required.

**Category B: Terms Applicable ONLY to Representatives**

- 2.24 You represent and warrant on a continuing basis that You and Your organisation are authorised and regulated by the relevant regulator (if applicable), and have all the necessary permissions to provide Your services to Claimants as appropriate;
- 2.25 You will be primarily responsible for compliance with all anti-money laundering regulations in respect of Claimants on whose behalf You Communicate;
- 2.26 You have or will obtain any necessary consent from Claimants and Defendants before entering Claimant or Defendant Data onto the Portal and from any other individuals (including but not limited to witnesses and passengers) whose data you enter on the Portal in accordance with the Data Protection Regulations to enable You to Communicate relating to their Claims via the Portal. CPL will comply with its own obligations in respect of data protection pursuant to Condition 5. However, You acknowledge that You are the data controller in relation to any data you submit via the Portal and that You will comply with Your own obligations under the Data Protection Regulations;
- 2.27 You warrant that you have all requisite authority to act on behalf of such Claimant in relation to their Claim;
- 2.28 You must ensure that all your Individual Users familiarise themselves with the contents of these General Conditions of Use and are trained on the use of the Portal as per the CPL Website and in particular:
  - (a) that each Individual User is provided with individual Identification Details which the user is not under any circumstances save as provided under Condition 2.21(d) above permitted to disclose to or share with any other individual including any other user;
  - (b) That Your system administrator will set passwords for Individual Users at appropriate levels of security and when required will re-set passwords for Individual Users;
  - (c) That Your system administrator will set appropriate expiry dates for Individual Users, keep the expiry dates under review and adjust as necessary;
  - (d) That you will ensure that CPL is provided with a valid email address for at least one system administrator and in the event of a change of system administrator or a change of the system administrator's email address CPL will be notified to ensure that CPL at all times holds up-to-date contact details for a system administrator;
  - (e) That the user credentials of any Individual User who ceases to be authorised by the Authorised User to use the system or ceases to be employed by the Authorised User are disabled immediately upon authority of the Authorised User being withdrawn or on the termination of employment of the Individual User; and
  - (f) That You conduct regular reviews at a minimum of one review every three (3) months of the requirements for each Individual User to use the system (the "**Quarterly Reviews**") and that the credentials of any Individual User who no longer requires access are immediately disabled, in any event no later than two



(2) working days after completion of the Quarterly Reviews.

### 3. The Portal

- 3.1. The Portal currently enables an Authorised User to Communicate electronically pursuant to the Civil Procedure Rules. Further enhancements to the Portal may be introduced in the future which will also be governed by these General Conditions of Use.
- 3.2. Nothing contained on the Portal constitutes or is intended as a recommendation or as advice or an advertisement, inducement or offer of any kind.
- 3.3. CPL shall use reasonable skill and care and Good Industry Practice in delivering the Portal and the Services. However, CPL makes no representation or warranty that the Portal is compliant with the Civil Procedure Rules.
- 3.4. CPL aims for access to the Portal to be available for use between the service availability hours described on the Web Page. However, the Portal may be temporarily unavailable for a number of reasons, including routine planned and emergency maintenance and change management, excess demand for the Portal, failure of the Internet, misuse of the Portal by Authorised Users and circumstances beyond the control of CPL. CPL do not warrant that the Portal will be available at all times but CPL will use reasonable endeavours to keep downtime to a minimum including by enforcement of the detailed service level agreement in place between CPL and the third party provider of the Portal.
- 3.5. CPL may amend, extend, suspend or withdraw any online facility available through the Portal for whatever reason at any time (for example, in order to protect the Portal or Authorised Users or for the reasons described in Condition 3.4). However, CPL shall use reasonable endeavours without breaching any applicable laws or regulations that govern the operation of the Portal to notify the Authorised User of our intentions and the reasons for our intentions where practical to do so.
- 3.6. CPL shall not have any liability to an Authorised User for any non-availability or interruption in the operation of the Portal or for any failure or delay of a communication which is beyond our direct and reasonable control. Just as with the conventional email system, it is Your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.
- 3.7. CPL is entitled to act or refrain from acting in reliance on electronic messages given using the Portal in conjunction with the Identification Details without obtaining any further written or other confirmation, even if those messages are not actually given or authorised by You, and shall have no liability for so acting or refraining to act, subject to the provisions of Condition 6 (Limitation of Liability and Indemnity).
- 3.8. CPL shall take reasonable steps to ensure that Communications are secure, including the use of encryption and compliance with the software security rules in ISO 27001 or any other standard that supersedes it.
- 3.9. CPL does not accept any responsibility if information which an Authorised User has requested be sent to them by facsimile, telephone or email is intercepted, redirected, copied, corrupted or read by unauthorised third parties.
- 3.10. In order to provide the support and administration services for the Portal and to ensure

quality control and training, and to help resolve any disputes:

- (a) CPL may record phone conversations with You, and keep such recordings for a reasonable period of time;
  - (b) CPL will keep a record of all communications and messages sent by You to the Helpdesk;
  - (c) CPL may retain such records for the purpose of using the same in evidence in the event of a dispute in relation to Your instructions; and
  - (d) CPL may monitor calls or messages to it in order to assess and improve the quality of the Portal.
- 3.11. The Portal facilitates the process for settlement of Claims but CPL is not liable to Authorised Users or to Claimants for any amounts agreed in respect of settled Claims or for any fees or commissions due to Authorised Users from another party.

#### 4. Grant of Licence

- 4.1 Subject to Condition 13, CPL grants the Authorised User a revocable, non-exclusive and non-transferable right to use web browser-based access to the Portal in accordance with, and for the purposes set out in, these General Conditions of Use until such time as the agreement incorporating these General Conditions of Use is suspended or terminated by a party pursuant to these General Conditions of Use.
- 4.2 If an Authorised User requires A2A access to the Portal then such access is granted pursuant and subject to the terms in Schedule 1 of these General Conditions of Use and is governed by those terms in addition to the remaining terms of these General Conditions of Use.
- 4.3 It is CPL's intention to apply a charge to be met by Authorised Users in consideration for their use of the Portal. Such charge would be to cover CPL's costs in delivering the Portal and related services only and not to create any profit for CPL. CPL therefore reserves the right to charge an Authorised User in consideration of the licenses and services provided under these General Conditions of Use at a time to be notified by CPL to You in the future. You acknowledge and agree that such charge may be implemented and then revised from time to time, but no more frequently than once per annum, upon CPL giving You written notice of at least three (3) calendar months in advance of the first date upon which the new or revised charges (as applicable) (the "**Charges**") are to apply.
- 4.4 CPL reserve the right to apply and receive the Charges referred to in Condition 4.3 by such method as CPL deem reasonably appropriate including via a third party agent or Affiliate.

#### 5. Data and Data Protection

- 5.1 CPL shall process data submitted to CPL in the manner detailed in this Condition 5.
- 5.2 Use of the Portal may involve the collection of limited information about Claimants and Authorised Users to the extent necessary, and in accordance with Condition 5.4, in order:

- (a) to deal with any enquiry relating to use of the Portal;
  - (b) to administer and/or manage our relationship with You;
  - (c) to conduct quality assurance and compliance monitoring;
  - (d) to audit and analyse how parts of the Portal are used; and
  - (e) to conduct such investigations as may be required to protect the reputation of the Portal; and
  - (f) to comply with an enquiry from the Ministry of Justice or other relevant regulatory body.
- 5.3 The Data Protection Regulations provide protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them.
- 5.4 CPL will process personal information submitted through the Portal in accordance with the Data Protection Regulations.
- 5.5 By using the Portal You agree that CPL or its Affiliates may:
- (a) keep personal details which You or others give it and any information that it accesses from Your System on a database, and use such information to provide the Portal services and for administrative and security purposes; and
  - (b) disclose information concerning You as an Authorised User to any person with legal, administrative or regulatory power over CPL or its Affiliates.
- 5.6 CPL will not disclose any personal data to any entity outside the European Economic Area, unless such transfer fully complies at all times with the provisions of the Data Protection legislation and other relevant laws, regulations and codes of practice.
- 5.7 Claims Data submitted via the Portal will be retained by the Portal for the minimum period of time necessary in order to process the Claim and then shall be deleted securely in accordance with CPL's published data retention policy as varied from time to time.
- 5.8 CPL acknowledges that the Authorised User's data (including any Claims Data) is the property of the Authorised User and the Authorised User reserves all intellectual property rights which may, at any time, subsist in such data.
- 5.9 Neither CPL nor any Affiliates will use any data collected through the Portal for marketing or sales purposes or any other commercial purpose.
- 5.10 CPL will share data and/or information with third parties including the Insurance Fraud Bureau for the purpose of the prevention or detection of crime and/or the apprehension or prosecution of offenders. Authorised Users are responsible for notifying Data Subjects of this data sharing.
- 5.11 In the event that you become aware of a data protection breach (as defined in the Data Protection Regulations) involving personal data processed via the Portal, You will notify CPL of that personal data breach as soon as practicable and in any event within 12 hours of You becoming aware of the personal data breach.
- 5.12 You are responsible for ensuring that all information entered in the Portal is accurate and You understand that once data has been submitted via the Portal it cannot be

edited or amended.

- 5.13 In the event that a Data Subject Access Request (DSAR) is addressed to CPL in relation to data entered by You in the Portal, You will fully support and co-operate with CPL in managing and complying with the DSAR by:
- (a) Providing copies free of charge of the personal data to the data subject who submits the DSAR (or providing copies free of charge to CPL for CPL to provide to the data subject), and
  - (b) Providing CPL with information which enables CPL to match a data subject's DSAR request with the necessary criteria to search the Portal, should CPL experience any issues with the search criteria which is provided to it by a data subject exercising his or her DSAR right.
- 5.14 Where a data subject addresses a request to CPL for provision of data entered by You in the Portal in a portable format, You will be responsible for considering that request and where applicable complying with that request by providing the data in a structured, commonly used, machine-readable and interoperable format and You will notify CPL when you have complied with the request or of what alternative steps you have taken to comply with the data subject's request within 15 days of CPL passing the request to you.
- 5.15 In the event that a data subject submits a request for rectification to CPL in relation to data entered on the Portal by You, CPL will notify You and You will be responsible for considering the validity of the request and where appropriate You will be responsible for complying with the request. Compliance may involve deleting a claim from the Portal. You will notify CPL of the action you have taken within 15 days of CPL passing the request to you.
- 5.16 In the event that a data subject submits a request for erasure of his or her personal data pursuant to the 'right to be forgotten' under GDPR or a request to restrict processing of his or her personal data to CPL, CPL will notify You and You will be responsible for considering the validity of the request and in the event that it is a valid request You will be responsible for complying with it. You understand that at processing can be restricted only by deleting the claim from the Portal. You will notify CPL of the action taken within 15 days of CPL passing the request to you.

## **6. Limitation of Liability and Indemnity**

- 6.1 Except as expressly set out in these terms all conditions, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Portal by an Authorised User in accordance with these General Conditions of Use, are excluded to the full extent permitted by law.
- 6.2 CPL makes no representation or warranty as to the completeness or correctness of the information on the Portal. Subject to the remainder of this Condition 6, CPL will not accept liability for any claims by Authorised Users or Claimants for damages or loss arising from inaccurate records kept by Authorised Users. You are at all times responsible for informing CPL of any errors or omissions in, or caused by, Your use of the Portal immediately after You become aware of them. Each Authorised User is responsible for the information and services it makes available through the Portal. CPL make no representation or warranty, whether express or implied as to its accuracy or completeness, or fitness for any purpose. CPL does not accept any responsibility and will not be liable for the performance of any third party with whom You engage in

Communication regardless of whether any contract is made with such party via the Portal.

- 6.3 Subject to the provisions in Condition 6.5 below neither CPL nor its directors, officers, employees, licensors and agents shall be liable to an Authorised User in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages whether direct or indirect arising out of or in connection with the use of the Portal or otherwise in connection with these terms:
- (a) loss of profit;
  - (b) loss of business;
  - (c) loss of data;
  - (d) loss of use of equipment or process;
  - (e) loss of anticipated savings;
  - (f) lost management time;
  - (g) lost investment opportunity or goodwill;
  - (h) loss resulting from any use of the Portal that is not authorised pursuant to these General Conditions of Use;
  - (i) loss arising due to a failure by You to upgrade and maintain Your System and keep it compliant with the requirements in these General Conditions of Use; or
  - (j) any indirect, special or consequential loss or damage howsoever caused even if CPL has been advised of the possibility of such losses or damage in advance.
- 6.4 CPL shall not be liable for any defects in any network, direct or indirect failure of any power supplies, equipment, data processing and communication systems or transmission links outside their control (including any middleware implemented by an Authorised User or a third party on behalf of an Authorised User).
- 6.5 CPL does not exclude or restrict its liability for death or personal injury arising as a result of its negligence or fraud (including fraudulent misrepresentation) or to the extent such liability cannot be excluded or restricted by financial services legislation or any applicable laws and regulations.
- 6.6 Subject to Condition 6.5 CPL entire liability to the Authorised User arising out of its use of the Portal or otherwise in connection with these General Conditions of Use whether in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the greater of £100,000 (one hundred thousand pounds) or a multiple of two times the Charges per annum regardless of the number of events giving rise to the liability.
- 6.7 Save as required by law or as otherwise provided in these General Conditions of Use, CPL will not be responsible for any errors, failures, delays or distortions in transmission of information or during Communications (including Claimant Data), save to the extent that any such liability is caused by CPL negligence or breach of these terms.
- 6.8 As an Authorised User, You agree to indemnify CPL and its directors, officers, employees, licensors and agents against any losses, claims, liabilities in full and on

demand against any and all reasonable costs, claims demands expenses liabilities, fees (including those of CPL legal and other professional advisers) or losses or damage suffered (including damage or loss suffered from viruses or harmful code) of whatever nature arising out of or in connection with:

- (a) the misuse or loss by You of the Identification Details;
- (b) abuse or misuse by You of the Portal in any form;
- (c) any breach by You of these General Conditions of Use;
- (d) Your failure to comply with the Data Protection Regulations and/or any applicable laws; and
- (e) You processing Claims Data outside the UK,

save to the extent that any such liability is caused by breach of these terms by CPL or negligence wholly attributable to CPL.

## **7. Confidentiality and Intellectual Property**

- 7.1 Save as provided in paragraph 5.10 all Confidential Information disclosed by one party to the other party under these General Conditions of Use or passed or transmitted via the Portal shall be kept secret by the receiving party and shall be used by the receiving party only for purposes contemplated in these General Conditions of Use. The receiving party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except that each party may disclose Confidential Information to its Affiliates, agents and professional advisers or as necessary in the performance of any agreement incorporating these General Conditions of Use or operation of the Portal and to comply with any requirement of the courts, police or regulatory entity requiring such disclosure.
- 7.2 The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown:
  - (a) to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of any agreement incorporating these General Conditions of Use by the receiving party; or
  - (b) to have been in the possession of or to be known by the receiving party prior to its receipt from the disclosing party; or
  - (c) to have become available to the receiving party from a source other than the disclosing party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.
- 7.3 The Authorised User shall not use the name, trademark or logo of CPL or any Affiliate in any publicly issued documents or information, without the prior written consent of CPL or the relevant Affiliate.
- 7.4 All intellectual property rights ("IPRs") in the Portal are either owned by or licensed to CPL and nothing herein shall constitute an assignment, transfer or vesting of such IPRs in any Authorised User. You shall not do anything that may be considered an infringement of the IPRs owned by and/or licensed to CPL as set out herein.

7.5 The provisions of this Condition 7 shall survive the completion, expiration or termination of any agreement incorporating these General Conditions of Use.

## 8. Publication of Behaviour Committee findings, suspension and Termination of Authorised Users

### Behaviour Committee findings

8.1 The findings and recommendations of the CPL Behaviour Committee are published on the CPL Website from time to time. In the event of a ruling by the CPL Behaviour Committee or the CPL board that an Authorised User has breached the terms of an agreement incorporating these General Conditions of Use, the CPL board may in its absolute discretion publish details of that finding including the name of the Authorised User in breach on the CPL Website.

### Warning by CPL

8.2 If the Authorised User does not comply with any terms set out in these General Conditions of Use and CPL are satisfied that a written warning is appropriate, CPL will issue a written warning to the Authorised User stipulating what action is required by the Authorised User to take to resolve the issue.

### Suspension or Termination by CPL

8.3 In the event that CPL knows or has reasonable grounds to suspect that an Authorised User has committed or is intending to commit a material breach of these General Conditions of Use (a "**Breach**") CPL may, in its discretion, suspend or terminate the Authorised User's use of the Portal:

- (a) immediately without notification to the Authorised User where such suspension or termination is reasonably required in order to protect the Portal and the Services or where the Breach is not capable of remedy or the Breach is so serious or significant as to justify, acting reasonably, immediate suspension or termination provided that CPL shall notify the Authorised User of such suspension or termination as soon as reasonably practicable thereafter; or
- (b) if CPL notifies an Authorised User in writing that it knows or has reasonable grounds to suspect that an Authorised User has committed a Breach or is intending to commit a Breach and requiring the Breach be remedied within a defined period and if such Authorised User does not remedy the Breach within that period.

8.4 Following any suspension as detailed in Condition 8.3 the parties shall in good faith attempt to resolve the breach save that if following such consultation CPL is not satisfied, acting reasonably, that the Authorised User will use the Portal in accordance with the General Conditions of Use then CPL shall be entitled to terminate the Authorised User's access to the Portal subject to Condition 8.5.

8.5 At any point prior to notice of termination having been given in writing by CPL to the Authorised User or within 7 working days of such notice being given the Authorised User may submit an appeal in writing addressed to the CPL Appeals Committee in respect of any likely or actual termination an agreement incorporating these General Conditions of Use. The appeal must contain adequate information for the matter to be

properly assessed and must be submitted via the Helpdesk. The CPL Appeals Committee will give reasonable consideration to the facts of the appeal and will notify the Authorised User of its final decision in writing within 7 working days of receipt of the appeal. This appeals process is without prejudice to Condition 16 (Governing Law and Jurisdiction).

- 8.6 CPL may terminate an agreement incorporating these General Conditions of Use by giving three (3) calendar months' prior written notice.
- 8.7 CPL may terminate an agreement incorporating these General Conditions of Use forthwith in the event of any change in applicable law or court order or threatened court order or proceedings or threat of proceedings that materially impairs CPL's ability to provide the licenses, services or access described in these General Conditions of Use.
- 8.8 In the event that an Authorised User has not accessed or taken any steps within the Portal for a period in excess of 12 months, CPL will delete that account and all claims in it

## **9. Termination by Authorised Users**

- 9.1 The Authorised User may terminate its use of the Portal with immediate effect by giving CPL written notice by email only addressed to the Helpdesk.
- 9.2 In the event of such notice being served this will not affect any data including Claimant Data that has already been submitted via the Portal by that Authorised User.
- 9.3 On termination the Authorised User shall cease all further access to the Portal.

## **10. Consequences of Termination**

- 10.1 Following termination or expiry of an agreement incorporating these General Conditions of Use:
  - (a) The parties shall return to each other or, in the case of data held electronically, destroy all Confidential Information received by a party that belongs to the other party including, in respect of A2A Portal use, the API (as defined in Schedule 1);
  - (b) The parties shall co-operate in good faith to agree and comply with an exit plan detailing the practical arrangements which are necessary and reasonable in the circumstances to close the user's Portal account (including, for example, in respect of such limited access as may be required to download relevant Communications in the Portal that have not yet been received by a party due to termination); and
  - (c) All amounts outstanding from You in respect of Services delivered under these General Conditions of Use shall become immediately due and payable,

subject, in respect of Condition 5, to CPL obligations in respect of data retention.

## **11. Force Majeure**

- 11.1 CPL represents and warrants that it has procured disaster recovery and business continuity plans in respect of the Portal and that CPL will use reasonable endeavours to ensure that these plans are implemented and enforced if applicable. However, no party



to these General Conditions of Use will be liable to any other for a delay in performing obligations or for failure to perform any of its obligations under these General Conditions of Use to the extent to which this is caused by any event beyond its reasonable control including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

## **12. Assignment and Subcontracting**

- 12.1 The Authorised User shall not assign, sub-contract or transfer any of its rights or obligations under these General Conditions of use without the prior written consent of CPL, such consent not to be unreasonably withheld. CPL may assign or transfer all or part of its rights and obligations under these General Conditions of Use to another company.
- 12.2 CPL may sub-contract certain aspects of the provision of the Portal but shall retain primary liability, and remain the sole entity primarily liable to Authorised Users, for the Portal. All claims by an Authorised User under these General Conditions of Use should be made directly to CPL using the email address displayed on the Web Page.

## **13. Variation**

- 13.1 CPL may change these General Conditions of Use from time to time. Such changes will be notified to You via the Web Page and at Your next log-in. Your continued use of the Portal will be deemed as acceptance of the amended General Conditions of Use.
- 13.2 CPL shall give Authorised Users such notice (via announcements on the Web Page) of any material changes to the General Conditions of Use and or the Portal or Services as CPL deems adequate to allow Authorised Users to implement such changes as may be necessary to ensure their compliance.

## **14. General Provisions**

- 14.1 No conduct or delay by CPL in exercising a right or remedy shall be taken as a waiver or variation of any of its rights or remedies unless CPL waive or vary such right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights or remedies in respect of any other matter.
- 14.2 If any of the provisions of these General Conditions of Use is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these General Conditions of Use shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 14.3 Nothing in these General Conditions of Use shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 14.4 Nothing in these General Conditions of Use will require either party to be in breach of law.
- 14.5 These General Conditions of Use and any documents referred to in them constitute the entire agreement between the parties and supersede all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that, in agreeing to these General Conditions of Use, it does not rely on any statement, representation, assurance or

warranty (whether made innocently or negligently), other than as expressly set out herein.

#### **15. Relationship between the parties**

Nothing in these General Conditions of Use should be construed as indicating or giving rise to a joint venture or partnership.

#### **16. Governing Law and Jurisdiction**

These General Conditions of Use shall be subject to and construed in accordance with the law of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.

## Schedule 1

### A2A User Terms

The terms and conditions in this Schedule apply to any A2A related access by an Authorised User to the Portal and apply to such A2A access in addition to the terms in the front end of the General Conditions of Use.

#### 1. Definitions

For the purposes of this Schedule, the following capitalised words and expressions have particular meanings, as follows:

- "API":** means the application user interface specification published for the Portal as issued by CPL to the Authorised User from time to time in such form as CPL may decide;
- "User Interface":** means Your custom user interface that allows You to connect to the API and which is installed on Your System;

#### 2. Confirmation

In addition to the confirmations in Condition 2 of the General Conditions of Use, You agree as an Authorised User that You have no rights, other than those described in paragraph 3 of this Schedule, to use the API and You expressly agree not to modify, translate, adapt, reverse engineer, decompile or disassemble the source code and or object code comprising the Portal.

#### 3. Permission to use the API and the User Interface

##### Permission to access the API

3.1 Subject to these General Conditions of Use, CPL grants the Authorised User a revocable, non-exclusive, non-transferable right (without the right to sublicense this right) to download and or receive the API for all or any of the following purposes:

- 3.1.1 the development and testing of the User Interface; and
- 3.1.2 connecting to the Portal through the User Interface,

provided, however, that CPL reserves the right to revoke the licenses at paragraphs 3.1 and 3.2 if an Authorised User fails to comply with these General Conditions of Use.

##### Permission to use the User Interface to access the Portal

3.2 Subject to the terms in these General Conditions of Use CPL grants and the Authorised

User accepts a revocable, non-exclusive and non-transferable licence to use the rights and licences granted by CPL for the purpose of providing and obtaining access to the Portal and any test or development versions thereof.

#### 4. Your System

- 4.1 Pursuant to Condition 2, as of the date on which you agree to these General Conditions of Use, You represent and warrant that the User Interface You have developed conforms to the API. On the basis of such representation and warranty CPL grant you permission to use the User Interface to connect to the Portal on the licence terms herein subject to the remaining provisions of this paragraph 4 of Schedule 1. You are responsible for ensuring on an ongoing basis that Your System is compatible with the Portal and with such technical specification as CPL may issue to you relating to system interoperability in order for Your System to obtain or maintain CPL approval.
- 4.2 You agree and understand that, throughout the term of these General Conditions of Use (including the User Guide), CPL, its licensors or Persons working on its behalf, may change, modify, enhance or replace the Portal, the API or other related systems in a way that impacts Your User Interface ("**Changes**"). CPL agrees to use reasonable efforts to provide You with reasonable notice of these Changes. You shall bear the sole responsibility and expense of making any changes to Your User Interface that are necessary as a result of these Changes. You agree to implement any changes required and described by written notice from CPL in the manner and within the time limits provided for in any such notice and in accordance with the testing and conformance requirements in paragraph 2 of Annex A to this Schedule.
- 4.3 CPL offer a maximum of two days (7 hours per day) of technical support to new A2A Authorised Users registering to access the Portal to assist You with initial set-up and integration of Your System with the Portal during the phase in which Your System is in the production environment or the integration test site only at no cost to You. If you require any further technical support relating to integration or set up this will be regarded as Additional Support (as defined in Condition 2.16) and CPL or its Affiliates reserve the right to charge You for such support in accordance with Condition 2.16.

## **ANNEX A**

### **Conformance Requirements**

#### **1. System Administration**

CPL will provide You with valid user accounts for your dedicated use during any conformance related development testing described below.

#### **2. User Interface Conformance**

An Authorised User must successfully complete all tests required by CPL on an updated or modified version of the User Interface including in respect of any Changes pursuant to Condition 2 and paragraph 4 of this Schedule 1.

Once an Authorised User has successfully completed any required testing it shall confirm that it has done so and that the User Interface conforms to the API by notice in writing to CPL by email to the Helpdesk.

Upon written notice from CPL, the Authorised User must successfully complete any additional testing that CPL requires whether relating to a Change or not.

#### **3. Compliance with Technical Specifications**

The Company must ensure that their development of the API is compliant at all time, with the technical specifications published by CPL on the CPL Website and amended from time to time. CPL reserves the right to suspend You in the event of non-compliance and without prejudice to this right may require You to take steps to rectify Your development to bring it within the technical specifications.

#### **4. Training Guides, Technical Specifications and any other relevant information**

CPL will from time to time publish training guides, technical specifications for the API and other relevant information on the CPL Website. You must familiarise yourself with these documents and ensure that Your use of the system is at all times fully in compliance with these documents.