[SCREEN 1]

InsuranceLink

Terms of Access Agreement

Effective Date [ ] 2021

<u>Note</u>: In order to ensure compliance with the General Data Protection Regulation ("**GDPR**") and the Code of Practice on Data Protection for the Insurance Sector, Insurance Ireland requires that all users of InsuranceLink are bound by the same terms and conditions of use which include terms mandated under the GDPR. If you do not accept the below terms and conditions governing the use of InsuranceLink ("**Terms of Access**"), you are not permitted to use InsuranceLink.

Please confirm your acceptance of these Terms of Access by clicking "ACCEPT" below. If you do not accept the Terms of Access click "REJECT".

If you do not have the authority to accept these Terms of Access on behalf of the User (as defined below) you represent, please click "REJECT" and contact Insurance Ireland.

These Terms of Access supersede and replace all prior agreements between you and Insurance Ireland related to the use of InsuranceLink.

[SCREEN 2 – THE TERMS OF ACCESS BELOW CAN BE IN A BOX WHICH THE USER SHOULD SCROLL THROUGH TO "ACCEPT" OR "REJECT"]

<u>**Terms of Access**</u>

These Terms of Access constitute a legally binding agreement between Insurance Ireland (Member Association) Company Limited by Guarantee trading as Insurance Ireland, whose registered office is at First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8 ("**II**") and each User.

1.   **Definitions**

        1.1   In these Terms of Access:

                "**Application Form**" means the InsuranceLink Application Form which was completed by the User prior to completing the Application Procedure;

                "**Application Procedure**" means the InsuranceLink Application Procedure which governs applications to become a User, as published by II from time to time;

                "**Authorised Persons**" means the individuals who are nominated by the User to Input, to access and to obtain Outputs of Insurance Data on the Database via the System, solely for the Legitimate Purpose;

                "**Confidential Information**" has the meaning given to it in Clause 9.1;

                "**Database**" means the InsuranceLink database;

                "**Data Protection Law**" means all legislation and regulations governing the processing and protection of personal data from time to time including, as at the Effective Date,

the General Data Protection Regulation 2016/679 ("**GDPR**"), the Data Protection Acts 1988 to 2018 (the "**DPAs**") and the Code of Practice on Data Protection for the Insurance Sector dated January 2013 (the "**Code**");

"**Controller**" "**Data Subject**" "**Personal Data**" and "**Processing**" shall have the same meanings as are assigned to each of those terms in Data Protection Law;

"**Default**" means any negligent error or omission, breach or default, of either Party (including but not limited to fundamental breach or breach of a fundamental term), its employees, agents or sub- contractors in connection with or in relation to the subject matter of these Terms of Access and in respect of which such Party is liable to the other Party;

"**Effective Date**" means the Effective Date set out at the top of these Terms of Access;

"**Fees**" means the Fees payable by Users to II in accordance with the provisions of Clause 7;

"**Input**" means the input of Insurance Data by each User into the Database in accordance with the Input Methodology, and reference to "**Inputting**" and "**Inputted**" shall be construed accordingly;

"**Input Methodology**" means the input methodology described in the document entitled 'InsuranceLink Data Standard and Guidelines on Submitting Data' which was submitted to each User prior to receiving their log-in credentials for the System;

"**Insurance Data**" means the personal data and other information of the User 's customers, claimants and applicants provided by each of the Users to the System Sub-contractor for inclusion in the Database, in relation to which the System Sub-contractor is acting on behalf of II, and further disclosed by the System Sub-contractor to other Users , with the explicit permission of each of the relevant User's, solely for the Legitimate Purpose;

"**InsuranceLink Criteria for Access**" means the criteria for accessing InsuranceLink set out on the website of II.

"**Intellectual Property Rights**" or "**IPR**" means any patents, trade marks, service marks, design rights (whether registerable or otherwise), domain names, applications for any of the foregoing, copyright, (including, without limitation copyright in software) moral rights, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not, in any country (including, but not limited to, Ireland);

"**Ireland**" means Ireland, excluding Northern Ireland;

"**User**" means an entity that meets the InsuranceLink Criteria for Access and has been granted access to the Database;

"**Output**" means the Insurance Data extract provided by the System Sub-Contractor to the User in accordance with the Output Methodology, and reference to "**Outputting**" and "**Outputted**" shall be construed accordingly;

"**Output Methodology**" means the output methodology described in the document entitled 'InsuranceLink Data Standard and Guidelines on Submitting Data' which was submitted to each User prior to receiving their log-in credentials for the System;

"**Legitimate Purpose**" means processing of the Insurance Data in connection with fraud detection and prevention and/or to verify the accuracy of information provided by customers or potential customers of the Users at the risk underwriting stage;

"**System**" means the information technology application, hosted and operated by the System Sub-contractor, to allow II and the Users to submit, access and process the Insurance Data stored on the Database for the Legitimate Purpose;

"**System Sub-contractor**" means Verisk Insurance Solutions - Ireland, Level 1, Unit 1A, 3 Custom House Plaza, Harbour Master Place, I.F.S.C., Dublin 1, D01 VY76 or any entity who replaces the System Sub-contractor during the Term;

"**Term**" means the lifetime of these Terms of Access; and

"**Terms of Access**" means the terms and conditions set out herein.

1.2   In these Terms of Access any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes references to:

(a)   that enactment as re-enacted, amended, extended or applied by or under any other enactment (before, on or after the date of these Terms of Access);

(b)   any enactment which that enactment re-enacts (with or without modification); and

(c)   any subordinate legislation made (before, on or after the date of these Terms of Access) under that enactment, as re-enacted, amended, extended or applied as described in Clause 1.2(a), or under any enactment referred to in Clause 1.2(b).

1.3   In these Terms of Access:

(a)   references to a person include an individual, a body corporate and an unincorporated association of persons; and

(b)   references to a Party to these Terms of Access means II, the relevant Users and, subject to clause 13.1, any successors or assigns (immediate or otherwise) of that Party.

1.4   Clauses 1.1 to 1.3 apply unless the contrary intention appears.

2.   **Application of Terms of Access**

2.1   These Terms of Access shall apply to:

(a)   all Insurance Data submitted by the User, to II and/or to the System Sub-contractor, in each case via the System for inclusion in the Database, on the terms outlined in Clause 3 below; and

(b)   all Insurance Data in the Database accessed and further processed by the User , via the System, on the terms outlined in Clause 4 below, in relation to the Legitimate Purpose.

3. **Insurance Data Input**

3.1 II hereby grants the User a limited, non-exclusive, non-transferable, revocable right to Input Insurance Data into the Database in accordance with the Input Methodology for the Term.

3.2 The User hereby grants to II a perpetual, non-exclusive, unrestricted irrevocable licence to access, use, store, copy, distribute, make available to other Users, amend, process, update, delete and deal in the Insurance Data which the User Inputs into the Database for the Legitimate Purpose. The licence granted in this Clause 3.2 includes the right to grant sub-licences (where sub-licenses are required for the operation of the System and/or the Database in line with the Legitimate Purpose). The User hereby undertakes to execute and deliver all documents and do any and all such things necessary and proper on its part to effect the foregoing licence.

3.3 The User undertakes to use best endeavours to ensure that:

(a) any material inaccuracies or errors in its Insurance Data discovered subsequent to Input shall be corrected as soon as possible;

(b) its Insurance Data is not defamatory;

(c) its Insurance Data does not infringe or otherwise prejudice the proprietary rights or IPRs of any third party;

(d) its Insurance Data is kept accurate and up-to-date; and

(e) its Inputted Insurance Data does not breach Data Protection Law or the Code, as further outlined below.

3.4 The User agrees that it shall ensure that it complies at all times with Data Protection Law in respect of the Input of Insurance Data into the Database (whether via the System or otherwise). In particular the User, as a Controller, is solely responsible for ensuring that:

(a) the Insurance Data Inputted into the Database, whether via the System or otherwise is obtained and processed in accordance with the principles relating to the processing of personal data in Article 5 of the GDPR and is underpinned by an appropriate lawful basis as required by Article 6 of the GDPR; and

(b) all notifications required to be provided under Articles 12 – 14 of the GDPR have been provided to the relevant Data Subjects, including information in relation to how Data Subjects can exercise their rights under Articles 15 – 22 of the GDPR.

3.5 The User warrants that the Insurance Data it provides to the Database, via the System, can be processed and shared with other Users for the Legitimate Purpose in compliance with the Data Protection Law, in particular, in order to:

(a) facilitate the detection of potentially fraudulent behaviour by insurance claimants and others acting with such claimants; and

(b) ensure the accuracy of information provided on proposal forms by customers and potential customers of the Users when Users are underwriting risks.

3.6 The User shall maintain throughout the duration of these Terms of Access, all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require

and which are necessary to enable the Input of its Insurance Data into the Database and the System and subsequent processing and sharing of its Insurance Data via the Database and System for the Legitimate Purpose on the terms outlined in these Terms of Access.

3.7   The User understands and agrees that relevant details concerning all claims by and/or against the User's customers (including for the avoidance of doubt, all motor, liability, property, personal accident and travel claims by policyholders against their insurer and claims made against a policyholder of the insurer), or the customers of those on whose behalf they act, shall be notified to the Database via the System at the time any such claim is made. Failure to comply with this Clause 3.7 may be deemed to constitute a breach of these Terms of Access and may result in suspension or termination of the User's right to access to the Database, on the terms set out in Clause 12.2.

3.8   The User acknowledges that its selection, editing and Input of the Insurance Data requires the User to use its own skill and judgment. The User warrants and represents that it has such skill and judgment and undertakes at all times to exercise its own judgment in the selection and editing of the Insurance Data prior to Inputting the Insurance Data.

3.9   The User shall be solely liable for all opinions, recommendations, forecasts or comments made and/or conclusions reached in relation to the Insurance Data.

3.10   The User acknowledges that it is aware that Inputting the Insurance Data into the Database may from time to time be subject to certain statutory or other external regulations, conditions and restrictions, which the User undertakes to II to comply with.

3.11   The User shall not and, further shall ensure that no other person shall:

(a)   make any additions, modifications, adjustments or alterations to Insurance Data in the Database, other than to that Insurance Data Inputted into the Database by the User;

(b)   permit any persons other than the User and its Authorised Persons to Input Insurance Data or to amend Insurance Data;

(c)   use the Database in a manner which is inconsistent with these Terms of Access;

(d)   divulge or make known any password, pin number or other log-in information relevant to the System and/or Database to any person other than in accordance with these Terms of Access; and

(e)   permit the Insurance Data, System or Database to be accessed, used, stored or redistributed other than as permitted by these Terms of Access.

3.12   The User agrees that II may nominate independent auditors to review User's adherence to these Terms of Access, including reviewing the User's policies and practices to assess their ability to fulfil their obligations to notify every claim to the Database via the System upon its being made to the User and the User shall provide all reasonable cooperation required by such auditor. To this end the User shall permit II's nominated independent auditors or their representative or agent to have access to the User's location, premises, records and to the User's computer system and/or Insurance Data for the purposes of such inspection and testing provided that:

(a)   not less than seven (7) business days prior written notice shall be provided to the User;

(b)   not more than one such audit or inspection shall occur in any six (6) month period; and

(c)   the auditor shall adhere to any reasonable requirements of the User to preserve the confidentiality of its confidential information.

3.13   The User also agrees that II may require the User to adopt or change policies and practices for notifying claims (including but not limited to the Input Methodology) to the Database via System as a condition of the User's continued use of the System provided that the reasons for such adaptations or changes are explained by II in writing and reflect prevailing legal, regulatory and technological developments and standards.

4.   **Insurance Data Output**

4.1   II hereby grants the User a limited, non-exclusive, non-transferable, revocable right to use the Insurance Data for the Legitimate Purpose in accordance with the Output Methodology for the Term.

4.2   The User agrees that access to the Database, whether via the System or otherwise, is exclusively for the Legitimate Purpose, as further outlined in the above Clause 3.5 and the User further agrees that the Insurance Data cannot be processed for any reason other than the Legitimate Purpose.

4.3   In its capacity as a User it is the sole responsibility of the User to ensure that its use of the Insurance Data in the Database accessed via the System is used only for the Legitimate Purpose and in strict conformity with the requirements of Data Protection Law.

4.4   The User undertakes to promptly follow all instructions from II in relation to the correction of any material inaccuracies or errors in the Insurance Data.

4.5   The User shall be solely liable for all opinions, recommendations, forecasts or comments made and/or conclusions reached by the User in connection with the Insurance Data.

4.6   The User acknowledges that use of the Insurance Data may be subject to certain statutory or other external regulations, conditions and restrictions, including competition law requirements, and the User undertakes to comply with such regulations, conditions and/or restrictions.

4.7   The User shall not and shall ensure that no other person shall:

(a)   make any additions, modifications, adjustments or alterations to the Insurance Data (other than with respect of its own Insurance Data which it has Inputted into the Database);

(b)   permit any persons other than the User or the User's Authorised Persons to use the Insurance Data;

(c)   use the Insurance Data in any manner which is inconsistent with the terms and conditions of these Terms of Access; or

(d)   permit the Insurance Data to be accessed, used, stored or redistributed other than for the Legitimate Purpose and as permitted by these Terms of Access.

5. **Obligations of II**

5.1 II shall use its commercially reasonable endeavours to Process the Insurance Data to which these Terms of Access apply in accordance with the terms and conditions set out in these Terms of Access, and in particular II agrees that it shall:

(a) process the Insurance Data in its role as a Controller solely for the Legitimate Purpose and for no other purpose;

(b) process the Insurance Data in a manner consistent with Data Protection Law, or as is required by any applicable law or any regulatory body;

(c) pursuant to its contractual relationship with the System Sub-contractor, implement appropriate technical and organisational measures to safeguard the Insurance Data from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, alteration, disclosure, destruction or damage to the Insurance Data to be processed and considering the nature of the Insurance Data to be protected;

(d) take reasonable steps to ensure that each of its Authorised Persons, employees, agents and subcontractors are made aware of its obligations under these Terms of Access with regard to the security of the Insurance Data and shall ensure that they enter into binding obligations in order to maintain the levels of security provided for in these Terms of Access; and

(e) in the event of the exercise by Data Subjects of any of their rights under Data Protection Law in relation to the Insurance Data, inform the relevant User(s) as soon as possible so as to ensure all Users can meet their obligations as data controllers under Data Protection Law to the extent applicable.

6. **Application Procedure and New Users**

6.1 The User warrants and represents to II that all information provided on the Application Form is accurate and up to date and the User will notify II of any material changes or updates as soon as reasonably possible.

6.2 Each User acknowledges that a party which is not currently among the Users as of the Effective Date will, upon successful completion of the Application Procedure, become one of the Users.

7. **Fees**

7.1 In consideration of II, via the System Sub-contractor, making the System available to the User and providing access to the Database for the User as set out in these Terms of Access, the User agrees to pay the fees as set out in Schedule 1.

7.2 The User shall pay to II the Fees (and any applicable VAT) within 30 days of receipt of an invoice from II.

7.3 II reserves the right to charge interest on overdue invoices at the rate of (3%) three per cent per month over the Bank of Ireland base rate from the due date until the total invoice sum has been paid.

8.   **Intellectual Property Rights**

8.1   The User acknowledges that, subject to the terms of the contractual arrangements in place between II and the System Sub-contractor, the IPRs subsisting in or used in connection with the Insurance Data and the Database including the manner in which it is presented or appears and all information, documentation and manuals relating thereto are the property of II or the other Users, as the case may be, other than with respect to the Insurance Data Inputted by the User (where the User is the owner of such data) and the User shall not during or at any time after the expiry or termination of these Terms of Access in any way question or dispute the ownership by II or the other Users, as the case may be, of any such rights.

8.2   The User undertakes not to reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Database or its contents of which the Insurance Data forms a part (including any electronic materials necessary for its operation) except to the extent that and for so long as the User is expressly permitted to do so in accordance with these Terms of Access, or as required by law, and undertakes to take all necessary steps to prevent access to the Database by any person except those of its employees who need to have access thereto for the purposes permitted by these Terms of Access.

8.3   The User undertakes not to, other than as expressly permitted in these Terms of Access, extract or re-utilise the contents of the Database (or any part thereof) for any commercial purpose including but not limited to trading, building commercial databases, reselling or redistributing the Insurance Data.

8.4   The User acknowledges that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other rights in relation to the Insurance Data, the Database or its contents and that any such infringement by the User may result in incalculable damage and/or loss to II, and accordingly agrees that, in addition to any other right or remedy of II, II shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof.

9.   **Confidential Information**

9.1   II regards all of the information and facilities relating to the Database and the System as confidential to II and its licensors (the "**Confidential Information**") and the User hereby agrees that it shall use such Confidential Information solely for the Legitimate Purpose, as set out in these Terms of Access and that it shall not disclose, whether directly or indirectly, to any third party such Confidential Information other than as required to carry out the purposes of these Terms of Access.

9.2   In cases where disclosure of the Confidential Information is necessary, the User shall, prior to any such disclosure, obtain from such third parties duly binding agreements to maintain in confidence the Confidential Information to be disclosed to the same extent at least as the User is bound to II hereunder.

9.3   The provisions of Clause 9.1 shall not apply to Confidential Information which:

(a)   is in or becomes part of the public domain (otherwise than by breach of these Terms of Access);

(b)   was in the lawful possession of the User prior to disclosure under these Terms of Access and was not unlawfully obtained, either directly or indirectly;

(c)   is required to be disclosed pursuant to court proceedings, by law or final mandatory order of a court or other competent authority, provided always that, to the extent permitted by law, II is promptly notified of such a requirement and afforded a reasonable opportunity to seek appropriate relief therefrom, where available; or

(d)   is required to be disclosed to the Parties' professional advisors, provided that such disclosure is to the extent necessary for such advisors to carry out their professional duties and upon conditions of confidentiality no less onerous than set out in this Clause 9.

10.   **Liability**

10.1   The aggregate liability of II for all Defaults, whether in contract, tort, or otherwise, shall be limited to the following:

(a)   for death, personal injury, fraud (including fraudulent misrepresentation) or criminal actions, liability shall not be subject to limitation or exclusion; and

(b)   for direct loss or damage, whether to the User's tangible property or otherwise, however and whatsoever arising, up to an amount, in aggregate, of ten thousand euro (€10,000).

10.2   In no event will either Party be liable to the other party for any consequential or indirect loss or damage (including, for the avoidance of doubt, anticipated financial benefits, of such nature) and/or any loss of profits (whether direct or indirect), howsoever arising under, or in connection with, or in relation to, these Terms of Access.

10.3   The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 10 is held to be invalid under any law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 10.

11.   **Indemnity**

11.1   The User undertakes fully and effectively to indemnify, keep indemnified and hold harmless at all times II without limitation and on demand against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by II directly or indirectly in respect of:

(a)   the access to and/or use (other than as permitted by these Terms of Access) by the User of the Insurance Data, Database and/or System;

(b)   any information, data or material produced by the User and/or Inputted in whole or in part; or

(c)   any breach by the User of any of the provisions of these Terms of Access.

12.   **Suspension and Termination**

12.1   These Terms of Access shall apply to all Users from the Effective Date and shall apply to each new User upon successful completion of the Application Procedure after the Effective Date. The Terms of Access shall continue unless terminated earlier in accordance with the remainder of Clause 12 for two (2) years from the Effective Date (the "**Initial Term**"). These Terms of Access shall automatically renew at the end of

the Initial Term for successive periods of twelve (12) months (an "**Extended Term**"), unless either Party gives written notice to the other Party, not later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, to terminate these Terms of Access at the end of the Initial Term or relevant Extended Term.

12.2   Notwithstanding any other provisions herein contained, and without prejudice to any other rights II may have, II may forthwith suspend or terminate the User's access to the Insurance Data, the System or the Database by written notice to the User if any of the following events shall occur:

(a)   if the User commits any breach of the provisions of these Terms of Access (including, without limitation, non-payment of the Fees) and fails to remedy such breach within 14 days of receipt of a written notice from II;

(b)   if the User becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a private limited or a public limited company or equivalent) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver, examiner or manager appointed over the whole or substantially the whole of its undertakings or if any distress or execution shall be threatened or levied upon any equipment and/or software or other property of II or if the User is unable to pay its debts in accordance with the law relating to these Terms of Access; or

(c)   if the continued performance of these Terms of Access would breach Data Protection Law.

12.3   Termination of access under Clause 12.2 shall be without prejudice to any accrued rights of either Party and shall not affect obligations under these Terms of Access which are expressed not to be affected by expiry or termination hereof.

13.   **General**

13.1   The User shall not, without the prior written consent of II, assign or transfer these Terms of Access or any of its rights under these Terms of Access to any other person, firm or company.

13.2   Failure or neglect by II to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of II's rights hereunder nor in any way affect the validity of the whole or any part of these Terms of Access nor prejudice II's rights to take subsequent action.

13.3   These Terms of Access supersede any arrangements, representations (excluding fraudulent representations) understandings, promises or agreements made or existing between the Parties prior to the acceptance of these Terms of Access which constitute the entire understanding between the Parties hereto.

13.4   These Terms of Access may be amended by II by 14 days prior notice to the User. Should the User not accept any amendments to these Terms of Access, its sole remedy shall be to serve notice of termination of these Terms of Access to II, it being acknowledged that it will not be possible for II to refund any Fees.

13.5   In the event that any or any part of the terms, conditions or provisions contained in these Terms of Access or any schedule attached or adopted as relative hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the

remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

13.6   If and to the extent that either Party (the "**Affected Party**") is hindered or prevented by circumstances not within its reasonable ability or control, including, but not limited to, acts of God, severe weather, flood, lightning, fire, trade disputes, strikes, third party network failures, lockouts, acts or omissions of Governments or other competent authority, acts of terrorism, virus attacks, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("**Force Majeure**") from performing any of its obligations under these Terms of Access, the Affected Party shall be relieved of liability for failure to perform such obligations.

13.7   The relationship of the Parties is that of independent contractors and nothing in these Terms of Access shall render the either Party a partner of the other Party.

13.8   The Parties acknowledge and agree that these Terms of Access and use of the System shall be compliant with applicable competition law.

13.9   These Terms of Access shall be governed and construed in all respects in accordance with the laws of Ireland and the Parties hereby submit to the exclusive jurisdiction of the Courts of Ireland under or in relation to these Terms of Access.

Schedule 1
Fees

[TBC]

ACCEPT   **REJECT**