

This user agreement ("Agreement") is a legally binding agreement between you (the User) and Motor Insurers' Bureau (Company Number 00412787) whose registered office is at Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT ('MIB') for the User access to certain data contained within the askCUE PI Database (as defined below) from time to time, for specified purposes and strictly on the terms and conditions of this Agreement.

BY CLICKING ON THE "ACCEPT" BUTTON [BELOW] YOU AGREE TO THE TERMS OF THIS LICENCE AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES.

1 DEFINITIONS

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

"askCUE PI"	the means by which a User may have on-line access to certain information held on the Claims Underwriting Exchange Personal Injury Database (CUE PI);
" askCUE PI Database"	the askCUE PI branded online application, including and/or other applications or software (as modified by MIB from time to time), which shall provide Users with web based browser access to the Data in accordance with the terms and conditions of this Agreement;
"askCUE PI Database User Agreement Compliance Procedure"	the askCUE PI Database User Agreement Compliance Procedure published by MIB from time to time;
"Change of Control"	a controlling interest in the User, or in an entity which directly or indirectly has a controlling interest in the User, is transferred to any party (unless such transfer is for the purposes of the internal reorganisation of the User only). As used in this Clause 1.1, "controlling interest" means, with respect to any form of entity, sufficient power to control the decisions of such entity;
"Charges"	has the meaning set out in clause 9.1;
"Claim"	a claim against a third party in respect of a Relevant Liability;
"Claimant"	an individual or the employer of the individual who is considering the commencement of or who has commenced Relevant Proceedings;

“Compliance Policies”	the askCUE PI Database User Agreement Compliance Procedure together with other compliance procedures stipulated by MIB from time to time;
"the Commencement Date"	the date upon which the User’s account was established in accordance with clause 2;
"Confidential Information"	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any group company of that party for the time being confidential to that party or any of that party's group companies and trade secrets including, without limitation, technical data and know-how relating to the business of either party or of any of that party's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;
"Data"	the data (or any part of it) provided to the User (or to any authorised representative of the User) by MIB (or on its behalf) by way of askCUE PI or otherwise in response to or in relation to an Enquiry;
“Data Retention Policy”	the Data Retention Policy as defined in clause 11.3(f);
"Data Subject"	shall have the meaning set out in the Data Protection Act 1998;
“Declaration”	means the relevant declaration to be made by each User for each Enquiry;
"DPA"	without prejudice to clause 1.2(a), the Data Protection Act 1998 and any other relevant data protection and privacy legislation or regulatory provisions;
“Enquiry”	means, for the Permitted Purpose the submission of Input Data;
“ICO”	Information Commissioner’s Office”;
“Input Data”	the Input Data set out in schedule 1 or as stipulated by MIB from time to time;
“Insurer”	means any insurance company, Lloyd's syndicate or compensator authorised to underwrite motor insurance and “Insurers” shall be construed accordingly.

"Other Third Party"	any organisation that is named within the User's ICO registration held on the ICO's Data Protection Register at the Commencement Date (unless otherwise stipulated by MIB from time to time);
"Permitted Purpose"	the purposes for which Users may use the Data, which include the following: <ul style="list-style-type: none"> (a) undertaking 'previous claims' checks on potential Claimants in line with the 78th update to the Civil Procedure Rules (CPR) that introduces changes to the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents Protocol (RTA PAP), (b) such other purposes stipulated by MIB in writing from time to time;
"Personnel"	all persons employed by or on behalf of MIB or all persons employed by the User (as appropriate) to perform its obligations under this Agreement together with MIB's or the User's (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;
"Personal Data"	shall have the meaning set out in the Data Protection Act 1998;
"Process(ing)"	shall have the meaning set out in the Data Protection Act 1998;
"Relevant Liability"	a liability in respect of which a contract of insurance must be in force to comply with part VI of the Road Traffic Act 1998;
"Relevant Proceedings"	proceedings in respect of a Relevant Liability (and not in respect of any other liability or any other contract of insurance);
"Service"	the service to be provided by or on behalf of MIB of granting access to the User to the askCUE PI Database and relevant Data in accordance with this Agreement or as otherwise stipulated by MIB from time to time;
"User"	a registered organisation authorised by MIB to obtain and use relevant Data (strictly in accordance with the Permitted Purpose only) and who has entered into a binding written agreement with MIB in relation to the use of such Data as

stipulated by MIB from time to time;

"Working Day"

any day save for Saturday, Sunday and public holidays in England.

1.2 In this Agreement:

- (a) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time (including but not limited to legislation relating to the protection of personal data);
- (b) references to Clauses are to Clauses of this Agreement;
- (c) reference to any gender includes any other gender and the singular includes the plural and vice versa;
- (d) the headings are for ease of reference only and shall not affect the construction of this Agreement;
- (e) references to the parties are (unless otherwise stated) to the parties to this Agreement; and
- (f) the words 'include', 'includes', 'including' and 'included' will be construed without limitation unless inconsistent with the context.

2 User Account

- 2.1 Access to askCUE PI will be granted to a User only upon MIB establishing the relevant User askCUE PI account in accordance with the provisions of clauses 2.2 and 2.3 below and completing to MIB's satisfaction such vetting of the User as MIB, at its absolute discretion, requires (including but not limited to the User answering the questionnaire stipulated by MIB from time to time and making the relevant declaration). In any event, save to the extent not permitted by law, MIB shall have the absolute right to limit or withdraw, without liability, any User's access to askCUE PI at any time without reason and retrieve information from any equipment used to make an Enquiry as MIB deems necessary to comply with any relevant laws and or regulations, recommendations or orders; to protect its security and or enforce the provisions of this User Agreement. Any relevant User will be notified by MIB before or at the time it withdraws the User's access to askCUE PI.
- 2.2 To access askCUE PI a User must register with MIB and open an account with MIB following the instructions and completing the relevant application form on www.mibservices.org.uk (the "Registration").
- 2.3 Acknowledgement of a registration does not constitute acceptance of a User's registration. Registration constitutes an offer from the User to MIB to open an account. All registrations are subject to acceptance by MIB and MIB will confirm such acceptance (if appropriate) in writing, including electronic communication (upon successful completion of the vetting procedures referred to in clause 2.1 and clearance of the Charges (in relation to the initial registration Charges (the "Services Confirmation") paid by the User to MIB). For the avoidance of doubt, this

Agreement shall relate only to those services which MIB has confirmed in the Services Confirmation.

- 2.4 No withdrawal right or “cooling off” period shall apply to the services provided by MIB under this User Agreement.

3 Commencement and Duration

- 3.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, for a period of 12 months and shall continue thereafter for successive 12 month periods unless either party provides 1 month’s prior written notice to the other party.

4 Obligations

- 4.1 From the Commencement Date until termination of this Agreement without creating an obligation so to do (upon MIB being satisfied that the Data may be legally disclosed to the User), MIB shall use its reasonable endeavours to make the Data available to the User only in accordance with the terms of this Agreement. However, MIB does not warrant the availability of access to askCUE PI and, without prejudice to any other right or remedy MIB may have, it reserves the right to withdraw the askCUE PI Database without notice and without limitation, in order to undertake maintenance of the website (including but not limited to emergency maintenance) and or in the event of network failure and or for compliance and or security reasons. MIB cannot control the timing or length of such downtimes and as a result MIB does not guarantee access to askCUE PI at any particular time.
- 4.2 MIB reserves the right to alter or modify the provision to the User of access to askCUE PI and or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend MIB’s existing services.
- 4.3 Save as is required for the Permitted Purpose or related regulatory compliance purposes or by operation of law, the User shall not sell Data to any third party or otherwise seek to receive consideration for the Data (although the User shall be entitled to be reimbursed by their client for any amounts it has paid to MIB for information corresponding to their clients Claim), use Data for testing purposes nor create or add to any other Database using any part of the Data.
- 4.4 The User hereby acknowledges the provisions of, and agrees to comply with, the Compliance Policies together with any relevant decision made by MIB in accordance with such Compliance Policies (including but not limited to any rights to suspend of the Service).

5 Access to and Use of askCUE PI Database

- 5.1 Subject to the User fully complying with its obligations pursuant to this Agreement, MIB grants to the User a non-exclusive licence to use the Data during the term of this Agreement PROVIDED THAT such use shall be for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the User or similar documentation in force from time to time.
- 5.2 The User may only undertake a search of the askCUE PI Database and the Data in respect of the Permitted Purpose and may not under any circumstances undertake searches of a general or

askCUE PI User Agreement

April 2016

Version: 3.0

Owner: Head of Data Services

Public Domain

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speculative nature, nor use information obtained from the askCUE PI Database for purposes of promoting its products or services or soliciting customers

5.3 Subject to the User's statutory obligations pursuant to the DPA, the User warrants and undertakes to MIB that:

- (a) it will not, and it shall ensure that any Other Third Party will not, attempt to access and or use any Data for any purposes other than the relevant Permitted Purpose or access and or use any Data in a manner incompatible with the Permitted Purpose;
- (b) it will not, and it shall ensure that any Other Third Party will not, use the Data in any way for the purposes and or provision of commercial services in relation to deciding whether to provide or offer any goods or services to any firm, company, undertaking or individual;
- (c) it will conduct all searches against the askCUE PI Database (directly or indirectly) within its legal entitlement only;
- (d) unless otherwise agreed in writing between the parties, it will not transfer Data to any third party who is not an Other Third Party, nor will it permit any third party who is not an Other Third Party, to obtain access to the askCUE PI Database and or the Data at any time;
- (e) it will not, and it shall ensure that any Other Third Party will not, create any database from the data provided by the askCUE PI Database or derived from the Data for any other purpose other than the Permitted Purpose;
- (f) it will not, and it shall ensure that any Other Third Party will not, retain any part of the Data any longer than wholly necessary for the Permitted Purpose or regulatory compliance requirements or by operation of law;
- (g) it will not, and it shall ensure that any Other Third Party will not, process for any purpose, and shall delete irretrievably and promptly, any Data received in respect of an Enquiry which was submitted to askCUE PI erroneously, or any Data received which does not relate to the subject matter of the Enquiry;
- (h) without prejudice to clause 5.3(a), it will notify MIB promptly where the User reasonably believes that the askCUE PI Database appears to contain an error;
- (i) unless otherwise agreed in writing between the parties, it will not, and shall ensure that any Other Third Party will not re-sell the Data or use the Data for marketing, research, analysis or profiling purposes at any time;
- (j) it will not, and shall ensure that any Other Third Party will not, transfer any Data outside the European Economic Area, unless such transfer fully complies at all times with the provisions of the DPA and other relevant laws, regulations and codes of practice;
- (k) it shall procure, and shall ensure that any Other Third Party will procure, that each of its employees (if any) that is authorised to have access to askCUE PI or process the

Data on its behalf shall keep confidential his/her user name and password from all other employees of the User and from other third parties and shall not allow anyone else use of his/her user name and password;

- (l) it will within 7 days of written request by MIB notify MIB of its, or any Other Third Party's, employees who are authorised by the User to use askCUE PI or process the Data on behalf of the User and /or as required the e-mail addresses of such employees;
- (m) any information provided by or on behalf of it to MIB (or any representative of MIB) in relation to making any Enquiry or receiving the Data or in relation to the decision by MIB to grant the User access to or to maintain its access to askCUE PI is true, accurate and not misleading and the User hereby undertakes to notify MIB in writing promptly (and in any event within 14 days) of any information of which it is aware which would render the information previously supplied by the User untrue, inaccurate or misleading;
- (n) on reasonable request from MIB, provide evidence of the reasonable consent from the Data Subject;
- (o) within 7 Working Days of such breach, inform MIB of any breach of this agreement;
- (p) it, and any Other Third Party, will not have any interest or right of ownership whatsoever (including any intellectual property right) in the askCUE PI Database or the Data and that if any such rights do arise in favour of the User, it, or it shall procure that any Other Third Party (as appropriate), shall promptly on the written instruction of MIB assign or procure the assignment irrevocably to MIB (or such party or parties nominated by MIB);
- (q) it, and any Other Third Party, must adhere, at all times, to any other lawful instructions from MIB in its use of the askCUE PI Database and or the Data provided by the askCUE PI Database and in all related documentation supplied to consumers, press and other media;
- (r) it will not, and shall ensure that any Other Third Party will not, use for purposes other than the Permitted Purpose any part of any infrastructure, network and/or communication devices or links relating to the askCUE PI Database;
- (s) it will notify MIB as soon as reasonably possible if the User becomes aware of any complaint regarding the use of data that will lead to or is likely to lead to press involvement and or the involvement of a Member of Parliament or other government representative;
- (t) it will deal with all enquiries from MIB relating to its, or any appropriate Other Third Party's, access to askCUE PI or the processing of the Data promptly and properly and that all reasonable co-operation and copy documentation shall be provided to MIB in the course of all its enquiries in such regard;
- (u) it has, and shall ensure that any Other Third Party shall have, full legal authority to receive the Data and that the answers provided by the User to MIB in relation to any

questions asked by MIB were, and the relevant Declaration it has made was full, true and accurate in all respects;

- (v) any act or failure to act by an Other Third Party in relation to that Other Third Party's use of askCUE PI or processing of the Data pursuant to this Agreement shall be deemed to be an act by the User and the User shall be liable pursuant to this Agreement accordingly;
- (w) it shall retain and shall ensure that any Other Third Party retains the Data in confidence at all times save to the extent:
 - (i) required for the Permitted Purpose; or
 - (ii) that it is required to disclose the Data pursuant to any statutory or regulatory authority of competent jurisdiction;
- (x) it shall not transfer any Data to any Other Third Party without the prior consent in writing of MIB, and it shall ensure that any Other Third Party enters into a binding agreement with the User which places upon the Other Third Party obligations equivalent to those placed upon the User pursuant to this Agreement.

5.4 MIB shall be entitled to create or collect any reasonable data or information about the User's use of the askCUE PI Database in respect of the number of enquiries the User makes, regulatory and or compliance requirements or by operation of law, and transfer such data to certain third parties (including but not limited to the Insurance Fraud Bureau) for the purposes of fraud prevention and detection or as otherwise reasonably stipulated by MIB from time to time.

5.5 So far as law allows, the User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.

5.6 The User hereby acknowledges the provisions of, and agrees to comply with, the Compliance Policies together with any relevant decision made by MIB in accordance with such Compliance Policies (including but not limited to the potential reasons for the suspension of the Service set out in the askCUE PI Database User Agreement Compliance Procedure).

6 **Audit**

6.1 During the term of this Agreement and for a period of 18 months (or other period reasonably stipulated by MIB) after the termination or expiry of this Agreement MIB (or its representatives) may (subject to such representative complying with the confidentiality provisions set out in clause 15 of this Agreement) conduct an audit of the User's (and any Other Third Party's) access to and use of the Data, for purposes including (without limitation) the following:

- (a) to review the use integrity, confidentiality, storage, retention, access, processing and security of any data relating to MIB or sourced from the askCUE PI Database (directly or indirectly) including the authorisation, transmission and management of any data relating to or sourced from the askCUE PI Database distributed by User either internally or externally together with relevant governance functions;

- (b) to review the User's and relevant User's Personnel's compliance with any relevant legislation applicable to the Data;
 - (c) to review the User's (and any Other Third Party's) compliance with the terms of this Agreement (including but not limited to the volume and validity of searches of the askCUE PI Database together with the existence of valid data subject consent in relation thereto (if appropriate)).
- 6.2 Except where an audit is imposed on MIB by a regulatory body or government; the User is deemed to have failed a prior audit; the User's use of the Service has been suspended by MIB; and or MIB reasonably suspects or is aware of a breach of the terms of this Agreement, MIB (or its representatives) may not conduct an audit on more than two occasions in any calendar year.
- 6.3 MIB shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the User and or relevant Personnel.
- 6.4 Subject to MIB's obligations of confidentiality, the User shall on demand provide, and ensure that the User's Personnel shall on demand provide MIB, its representatives and any relevant regulatory body or government (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit (including but not limited to confirmation of the validity (in accordance with the terms of this Agreement) of searches of the askCUE PI Database specified by MIB together with copies of data subject consent in relation to such searches (if appropriate) or satisfactory evidence that data subject consent in relation to all relevant purposes (including but not limited to by way of a FON (as defined in Clause 11.3 (b) below) has been correctly obtained in accordance with the DPA and any other relevant legislation or regulatory provisions);
 - (b) reasonable access to any sites controlled by the User and or the User's Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement in line with the User's internal security policy; and
 - (c) access to the relevant User's Personnel.
- 6.5 MIB shall provide at least 30 days' notice, where possible (however it shall not be obligated), of its or a regulatory body's intention to conduct an audit.
- 6.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 6.1 to 6.5 (inclusive), unless the audit identifies a breach of the terms of the Agreement by the User in which case the User shall reimburse MIB for all MIB's reasonable costs incurred in the course of the audit.
- 6.7 The rights granted to MIB set out in clauses 6.1 to 6.5 will automatically extend, and the User shall procure that they will automatically extend, to any organisation to whom the User passes or shares data with (in compliance with the terms of this Agreement) where it was obtained from the askCUE PI Database.

- 6.8 Without prejudice to this clause 6, the User shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its (and any Other Third Party's) use of the Data (as otherwise reasonably stipulated by MIB from time to time). The User shall make such books of accounts and records available to and its representatives upon reasonable request by MIB. Subject to the foregoing and unless MIB is aware of, or reasonably suspects, a breach of this Agreement by the User MIB shall not carry out an audit pursuant to this Clause 6.8 on more than two occasions during any calendar year.

7 Change of Control

- 7.1 If the User wishes to undergo any Change of Control it shall, as soon as legally permitted to do so, notify MIB in writing giving sufficient details to be able to assess the effect.
- 7.2 MIB shall have the right (at its absolute discretion) to terminate this Agreement forthwith without liability in the event of a Change of Control of the User.
- 7.3 Without prejudice to any other right or remedy available to MIB, in the event of a Change of Control of the User, the User shall not be entitled to exercise its rights under this Agreement until it has notified MIB of the Change of Control and obtained MIB's consent in writing to such Change of Control (which shall not be unreasonably withheld, delayed or conditioned).

8 Escalation Procedure

- 8.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, Head of Data Services and a member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) shall attempt in good faith to resolve the Dispute;
 - (b) if the Finance Director and member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) who shall attempt in good faith to resolve it; and
 - (c) if the Chief Executive and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice unless otherwise agreed in writing between the parties.

- 8.2 No party may commence any court proceedings under clause 18 of this Agreement in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 8.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 19 of this Agreement.

9 Charges

- 9.1 If relevant, in consideration of the provision of the Service, the User shall pay to MIB during the term of this Agreement the sums stipulated by MIB at Schedule 3 (the "Charges") (subject to the provisions of clause 9.2) in accordance with the payment terms set out in Schedule 3.
- 9.2 If relevant, the parties agree that MIB may review and amend the Charges set out in Schedule 3 by giving not less than 90 days' notice to the User.
- 9.3 In the event that Charges are payable by the User, without prejudice to any other right or remedy that it may have, if the a User fails to pay MIB on the due date any undisputed sum, MIB may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 3% above the base rate from time to time of Bank of England accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend the Service (or any part thereof) until payment has been made in full.
- 9.4 MIB may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the User under this Agreement against any amounts payable by it to that party.

10 Liability

- 10.1 The User hereby acknowledges and agrees that the Data shall be supplied by third parties, and that MIB has no control whatsoever over the accuracy, completeness, availability and or usefulness (for a specified purpose or otherwise) of that data and MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, availability, ownership and or suitability of the Data or in relation to any delay in bringing the Data up to date and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Data in that regard.
- 10.2 The maximum aggregate liability of MIB under or in connection with this Agreement in respect of all claims by the User against MIB giving rise to the liability of MIB whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed the greater of 100% of Charges paid (if any) during the preceding 12 months or the sum of £500.

- 10.3 Save as otherwise expressly stated in this Agreement and without prejudice to clause 10.2, neither party shall be liable under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.
- 10.4 Nothing in this Agreement shall limit the liability of any party for death or personal injury caused by the negligence of that party, its servants or agents; fraud or fraudulent misrepresentation; any matter of which liability cannot be excluded by law; or any claim for payment under an indemnity contained in this Agreement.

11 Statutory, Regulatory and Data Protection Requirements

- 11.1 Each of the parties undertakes to the other that it will at all times in relation to this Agreement comply in all respects with all relevant statutory provisions and other regulatory controls or requirements from time to time in force which are applicable to the relevant party, together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory authority.
- 11.2 Neither party shall do any act that puts the other party in breach of its obligations under the DPA (including but not limited to it being the "data controller" (for the purposes of the DPA) of the Data).
- 11.3 The User shall:
- (a) undertake to ensure that its registration requirements pursuant to the DPA (including any statutory modification or re-enactment) are fully complied with at all times;
 - (b) prior to making any enquiry or search of the Data, ensure that it provides to relevant data subjects fair obtaining information (FON) relating to the Permitted Purpose which meets the necessary requirements under the DPA prominently and in an appropriate place, in relevant documents and oral communications (as appropriate)
 - (c) in the event that it obtains personal data from a data subject, only request and process Data fully in accordance with the relevant FON;
 - (d) at all times comply with its obligations under the DPA, including but not limited to, taking appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA. When considering what measures are appropriate, the User shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected;
 - (e) within 7 days of written request by MIB provide to MIB a written description of the technical and organisational methods employed by the User for processing personal Data ;

- (f) at all times, comply with and have a Data Retention Policy in place which fully complies with the requirements outlined in Schedule 2 (or as otherwise stipulated by MIB from time to time);
- (g) ensure the reliability of its Personnel by vetting its Personnel appropriately who have access to Personal Data;
- (h) provide adequate training in line with the User's information security obligations and its obligations under the DPA;
- (i) subject to clause 11.3(d), not disclose the Data (as appropriate) to any third party in any circumstances without having assurances (in the manner stipulated by MIB from time to time) that the relevant third party has appropriate technical and organisation controls in place to prevent unauthorised or unlawful Processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA;
- (j) not transfer any other Data outside the European Economic Area, without the MIB's prior written consent unless such transfer fully complies at all times with the provisions of the DPA;
- (k) without prejudice to clause 6, permit MIB or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the User's Data processing activities (and/or those of its employees, officers, agents and approved sub-contractors) and comply with all reasonable requests or directions by MIB to enable MIB to verify and/or procure that the User is in full compliance with its obligations under this clause;
- (l) have and maintain in force internal policies that are materially comparable to the security standards ISO/IEC27001 and ISO/IEC27002 or such other standard as agreed in writing between the parties from time to time (the "Standards") and shall carry out regular security audits as may be required by the British Standards Institute to ensure compliance and shall, on request, provide copies of the reports of such audits to MIB. If such audits show any non-compliance, the User shall remedy such breaches of the Standards forthwith at its own expense;
- (m) within 7 Working Days of such breach, inform MIB of any breach of this clause;
- (n) notify MIB immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data and shall, if a breach of security, loss or misuse, occurs, immediately take all reasonable steps necessary to:
 - (i) remedy such breach, loss or misuse, or protect the Personal Data against any breach or threat;
 - (ii) prevent an equivalent breach or misuse, in the future; and
 - (iii) keep MIB notified of any communications about such breach, loss or misuse, whether that be with individuals whose personal data has been affected, the Information Commissioner's Office or the media

such steps set out in clause 11.3(n)(i) and (ii) shall include any action or changes reasonably required by MIB. As soon as reasonably practicable the User shall provide to MIB full details (using such reporting mechanisms as may be specified by MIB from time to time) of any actual, potential or threatened breach or misuse of Personal Data and the steps taken by the User in respect of such breach, loss or misuse;

- (o) notify MIB as soon as reasonably practicable in all circumstances and, in particular, without deliberate and unnecessary delay of any audits that are being carried out by the Information Commissioner's Office under sections 41A or 42 of the Data Protection Act 1998, to the extent that they have relevance to the processing of the Data.

11.4 The User shall indemnify MIB against all actions expenses claims proceedings reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MIB for breach of statutory duty under the DPA which arises from the use disclosure or transfer of Personal Data by the User and its Personnel and or a breach of the provisions of this clause 11.

12 Suspension

If the User does not comply with any term of this Agreement and or MIB is permitted pursuant to the Compliance Policies, MIB may, without liability, suspend the Service until such time as arrangements have been made to MIB's reasonable satisfaction (such satisfaction to be evidenced by, without limitation the completion of a successful audit by MIB of the User's access to and use of the Data) for remedying the same.

13 Termination

13.1 MIB shall be entitled to terminate this Agreement forthwith without liability, on written notice to the User in the event that the provision by MIB of the Data is discontinued for any reason whatsoever.

13.2 MIB and or the User shall be entitled to terminate this Agreement at any time by service of 1 month's prior written notice on the other party.

13.3 MIB shall be entitled to terminate this Agreement forthwith by written notice to the User in the event that the User:

- (a) commits any material breach of its obligations under this Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within 21 days of the receipt of a written notice from MIB specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement;
- (b) enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of and followed by amalgamation or reconstruction of insolvency) or compounds its creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any substantial part of its undertaking, assets or income or takes or suffers any similar action in consequence or debt; or

- (c) there is a Change of Control.

13.4 User shall be entitled to terminate this Agreement forthwith by written notice to MIB in the event that MIB commits any material breach of its obligations under this Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within 21 days of the receipt of a written notice from User specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement.

13.5 On termination of this Agreement for any reason:

- (a) the User shall immediately pay to MIB all of MIB's outstanding unpaid invoices (if any) and interest and, in respect of the Service supplied but for which no invoice has been submitted, MIB may submit an invoice, which shall be payable immediately on receipt;
- (b) the User shall not be entitled to a refund of any monies paid in advance to MIB in accordance with this User Agreement;
- (c) save for any Data which the User is under a statutory or regulatory obligation to retain, the User shall, forthwith return, delete or destroy all Data (on any medium) in accordance with MIB's instructions (acting reasonably). MIB reserves the right to audit the User's compliance with this provision and, if the User fails to do so, then MIB or its representatives may enter the User's premises and take possession of them. MIB reserves the right for it or its representatives to audit the User's compliance with this clause;
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
- (e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15 Confidentiality

15.1 The User shall keep in strict confidence all of the other party's Confidential Information and (except with the prior written consent of the disclosing party) shall, and shall procure that its Personnel who work on its behalf shall:

- (a) not use or exploit the other party's Confidential Information in any way except for the purpose of this Agreement;
- (b) not disclose or make available the other party's Confidential Information in whole or in part to any third party, except as permitted by this Agreement;

- (c) not copy, reduce to writing or otherwise record the other party's Confidential Information in whole or in part except as strictly necessary for the purpose of this Agreement (and any such copies, reductions to writing and records shall be the property of the disclosing party);
- (d) keep separate the other party's Confidential Information from all of its documents and other records;
- (e) apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information (which shall be not less than equivalent to the security principles set out in ISO/IEC27001); and
- (f) ensure that any document or other records containing the other party's Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or record from its premises.

- 15.2 The User shall restrict disclosure of such Confidential Information to such of its Personnel as need to know it for the purpose of discharging its obligations under this Agreement, and shall ensure that such Personnel are subject to obligations of confidentiality corresponding to those which bind it. The User shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of that party.
- 15.3 A party may disclose the other party's Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 15.4 The User may, provided that the other party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 15.5 The User shall establish and maintain adequate security measures (including but not limited to reasonable security measures proposed by that party from time to time) to safeguard the other party's Confidential Information from unauthorised access or use, in accordance with clause 15.1(e).
- 15.6 The User shall not make, or permit any person to make, any public announcement concerning this Agreement or its respective interest in this Agreement without the prior written consent of MIB except as required by law or governmental or regulatory authority or by any court or other authority of competent jurisdiction. The User shall not make use of MIB's name or any information acquired through its dealings with MIB for publicity or marketing purposes without the prior written consent of MIB.
- 15.7 If the User develops or uses a product or a process which, in the reasonable opinion of MIB, might have involved the use of any of MIB's Confidential Information, the User shall, at the

request of MIB, supply to MIB information reasonably necessary to establish that MIB's Confidential Information has not been used or disclosed.

15.8 Upon termination of this Agreement, at the request of MIB, the User shall:

- (a) destroy or return to MIB all documents and materials (and any copies) containing, reflecting, incorporating or based on MIB's Confidential Information;
- (b) erase all MIB's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
- (c) certify in writing to MIB that it has complied with the requirements of this clause 15, provided that the User may retain documents and materials containing reflecting, incorporating, or based on MIB's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the User to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 15 shall continue to apply to any such documents and materials retained by the User.

15.9 All MIB's Confidential Information shall remain the property of MIB and MIB reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights in respect of MIB's Confidential Information are granted to the User and no obligations are imposed on MIB other than as expressly stated in this Agreement.

15.10 Except as expressly stated in this Agreement, MIB does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of MIB's Confidential Information.

15.11 The disclosure of the Confidential Information by either party shall not form any offer by or representation or warranty on the part of, that party to enter into any further agreement in relation to the purpose of this Agreement or the development or supply of any product or service to which the Confidential Information relates.

15.12 The User acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement, accordingly, without prejudice to any other rights and remedies it may have, the User shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any provisions of this Agreement.

15.13 The User shall indemnify and keep fully indemnified MIB and its associated companies at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties, sanctions and other costs and expenses suffered or incurred by MIB and or its associated companies arising from any breach of this Agreement by the User and from the actions or omissions of any of its Personnel).

15.14 The provisions of clause 15 shall survive the termination or expiry of this agreement.

16 Force Majeure

- 16.1 None of the parties shall be liable to the other for any failure or delay in performing its obligations under this Agreement which is due to any cause beyond that party's reasonable control ('**force majeure**') that party having used all its reasonable endeavours to remove or avoid such force majeure with all reasonable despatch.
- 16.2 If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement for a period in excess of 30days then the non-defaulting party shall be entitled to terminate this Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 16 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 16.

17 Assignment and Sub-Contracting

- 17.1 This Agreement and all rights under it may not be assigned or transferred by either party without the prior written approval of MIB (such approval not to be unreasonably withheld or delayed).
- 17.2 MIB may at any time assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third part, as it deems fit.

18 Entire Agreement

This Agreement constitutes the entire agreement between the parties in respect of the subject matter covered by it and supersedes all previous communications, negotiations, understandings or representations whether oral or written between the parties.

19 Proper Law and Jurisdiction

This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

20 Notices

Any notice to be given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause shall be deemed to have been served if given by first class mail forty eight hours after being posted.

21 Variations

MIB reserves the right to amend this User Agreement from time to time by publishing any amended conditions which shall take effect from the time they are published. By using the askCUE PI Database, the User acknowledges and agrees that MIB may amend, alter or delete any of the terms and conditions by publication of such changes on the askCUE PI Database and agrees to be bound by any such changes from the date of publication.

22 Severability

If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

23 **Waiver**

- 23.1 Failure or delay by any of the parties in exercising any right or remedy of that party under this Agreement shall not in any circumstances operate as a waiver of it nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 23.2 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this Agreement.

24 **Anti-Bribery**

- 24.1 The User shall ensure that it and persons associated with it or other persons who are performing services in connection with this Agreement shall:
- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) not do, or omit to do, any act that will cause or lead the MIB to be in breach of any of the Relevant Requirements or Relevant Policies.
 - (d) immediately report to MIB any request or demand for any undue financial or other advantage of any kind received by the User in connection with the performance of this Agreement;
 - (e) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("Relevant Policies"), to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 24.1 (b), and will enforce them where appropriate.
- 24.2 The User shall warrant to the other party on an annual basis that it will comply with this clause 24.
- 24.3 The User shall indemnify MIB against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, MIB as a result of any breach of clause 24.1 by the User or any breach of provisions equivalent to clause 23.1 in any subcontract by any subcontractor.
- 24.4 The User if requested, shall provide MIB with any reasonable assistance, at the User's reasonable cost, to enable MIB to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements.

- 24.5 The User shall immediately notify MIB if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 24.1 at the relevant time.
- 24.6 The User shall ensure that, by introducing adequate procedures, any person associated with such party who is performing or receiving services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the User in this clause 24 (“Relevant Terms”). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.
- 24.7 Notwithstanding the foregoing, breach of this clause 24 shall be deemed to be a material breach which cannot be remedied.
- 24.8 Without prejudice to clause 13, if MIB terminates this Agreement for breaching this clause 24, the User shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.
- 24.9 Regardless of any other provision in this Agreement, MIB shall not be obliged to, or omit to so any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.
- 24.10 For the purpose of clause 24, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively

25 **No partnership or agency**

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 25.2 The User confirms it is acting on its own behalf and not for the benefit of any other person.

Schedule 1

Input Data

Input Data field	Input Data format
User file reference number	Alpha numeric
Accident date	DD/MM/YYYY
Claimant's name: - forename - surname	Alpha numeric
Claimant's Date of Birth	DD/MM/YYYY
Claimant's National Insurance Number (NINO)	Alpha numeric
Postcode	Alpha numeric
Address - address line 1 - address line 2 - address line 3 - county	Alpha numeric

Schedule 2

Data Retention Policy

askCUE PI Data

1. Users

- (a) Where Data has been received by a User in line with the Permitted Purpose the User must permanently delete the Data when no longer acting for the Data Subject.
- (b) Where Data has been received by a User in line with the Permitted Purpose the user can retain the Data for the duration of time that the Claim is valid, the User must permanently delete the Data after this time.
- (c) In the event that the User is validly required to retain the Data beyond the time the Claim/ potential Claim is valid, the retention of the Data shall comply with the provisions of the DPA in relation to such data.

Schedule 3

Charging

The askCUE PI service offers two subscription methods:

1. An unlimited enquiry usage subscription

This is a paid for subscription which carries a fee of £195 (excluding VAT). It provides the User with an ability to make an unlimited amount of enquiries during their subscription period (which will run for a period of 12 months).

2. A set enquiry usage subscription

This subscription does not carry a fee but restricts the registered account holder to making 10 enquiries (without charge) during their subscription period (12 months).

Where a registered account holder reaches this set volume of enquiries before the expiry of the subscription period, they will be required to purchase an unlimited enquiry subscription in order to continue making askCUE PI enquiries.