

SUBSCRIBER AGREEMENT FOR THE USE OF THE BIS PLATFORM

Version: MAY 2018

1. INTRODUCTION

These terms and conditions govern your use of The BIS Platform and the licence provided at paragraph 4 below. Access to this platform and the use of the information on it is subject to these terms and conditions of use. You should carefully read these terms and conditions of use. By proceeding further You will be deemed to have accepted them. If You disagree with any part of these terms and conditions, do not use The BIS Platform.

2. INTERPRETATION

In these terms and conditions, the following terms shall mean the following;

“**BIS**” means Broker Information Services Limited, which is the owner of The BIS Platform, having its registered office at York House, Rathmines Park, rear 176 Rathgar Road, Dublin 6 incorporated in Ireland under Company No. 488709.

“**Data**” means the policy and client information available on The BIS Platform and furnished electronically by the Data Providers to BIS.

“Data Protection Law”

- a) Up to 25 May 2018 means the Irish Data Protection Acts 1988 and 2003, where applicable, as amended from time to time and any regulations or enactments thereunder; Directive 95/46/EU and any other EU Regulations, Directives, Decisions, or Guidelines on data protection or data privacy and any guidance issued by the Data Protection Commissioner (or any official who may succeed him/her).
- b) On the 25th May 2018, the General Data Protection Regulation (EU) 2016/679 (**GDPR**)(together with laws implementing or supplementing the GDPR in Member States, in each case, as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, relating to data privacy, in each case in each jurisdiction where the services are delivered.

“**Data Providers**” initially means Aviva Life & Pensions UK Limited, Irish Life Assurance plc, Zurich Life Assurance plc, New Ireland Assurance Company plc, Standard Life Assurance Limited, Friends First Life Assurance Company Limited, The Royal London Mutual Insurance Society Limited and BCP Asset Management

DAC or any other Product Provider who may agree to provide data to The BIS Platform in the future and **Data Provider** means any one of them.

“**Future Services**” means any additional services made available by BIS to You on The BIS Platform other than the Initial Service and which shall be made available subject to the terms and conditions of this agreement.

“**Initial Service**” means the provision of the Data on The BIS Platform in accordance with these terms and conditions to include any enhanced manner in which the Data might be relayed/provided to You on The BIS Platform.

“**You**” means any and all persons accessing or using The BIS Platform and / or availing of any information and / or services available on or via The BIS Platform in your capacity as an insurance intermediary on foot of an appointment from a Data Provider or as an authorised broker of a Data Provider.

“**The BIS Platform**” means The BIS Platform operated by BIS under the domain name <https://www.bis-platform.com/> on which the Data is made available to You subject to these terms and conditions.

3. INTELLECTUAL PROPERTY RIGHTS

(a) Unless otherwise herein stated BIS own the intellectual property rights in The BIS Platform. Subject to your licence to use The BIS Platform all these intellectual property rights are reserved.

(b) All intellectual property rights (including database rights) in the Data remains vested in the Data Provider who has provided the Data for the client who is a policy holder of the Data Provider and all these intellectual property rights are reserved.

4. LICENCE TO USE THE BIS PLATFORM

Subject to your compliance with this Agreement you may view, download and print pages or other content of The BIS Platform for the purpose of providing services to the policy holders who are existing clients of your company or firm and to whom the Data relates and for no other purpose. Any use by You of The BIS Platform in contravention of these this Agreement is prohibited and in such event your user ID and password will be discontinued.

5. CONFIDENTIALITY

(a) You acknowledge that this is a confidential business and agree to treat as confidential information the Data provided on The BIS Platform

6. LIMITATION OF LIABILITY

- (a) Whilst BIS endeavours to ensure that the Data on The BIS Platform is correct it does not warrant its completeness or accuracy nor does it commit to ensuring that The BIS Platform remains available or that the Data on it is kept up to date.
- (b) BIS hereby excludes, to the fullest extent permitted by law, all conditions, warranties and representations, expressed or implied (whether implied by statute, common law, course of dealing, trade use or otherwise) relating to the Data or otherwise. However, nothing in this agreement shall exclude or limit the liability of BIS, which cannot be excluded or limited by applicable law.
- (c) Subject to the terms of sub paragraph (d) below BIS expressly excludes and shall not be liable to You under or otherwise in connection with your use of The BIS Platform in contract, tort, warranty, strict liability or any other legal theory for any indirect consequential or incidental loss or punitive or exemplary damages or for loss of profits, loss of anticipated profits or anticipated savings.
- (d) BIS warrants that the collation by BIS of the Data on The BIS Platform is correct which Data BIS has received from the Data Providers and hereby indemnifies You against any loss or damage that You may suffer by reason of the negligence of BIS in the collation of the Data on The BIS Platform. BIS will not modify, amend or alter the data as supplied to it by **The Data Suppliers**.
- (e) Any content, materials, information or software downloaded or otherwise obtained through the use of The BIS Platform is so obtained at your sole discretion and risk. BIS shall have no responsibility for any damage to your computer system or for any loss of data that results from the download of any content, materials, information or software or any consequential, incidental or indirect loss arising out of any damage to your computer system or loss of data.
- (f) You undertake to indemnify, defend and hold harmless BIS and any of its subsidiaries, employees, officers, contractors, agents, representatives, its successors from and against any and all losses, claims, damages, liabilities, costs (including all legal fees) and expenses that BIS may incur arising out of a breach of the terms of this agreement by You, your authorised representatives, consultants, servants, employees, contractors, sub-contractors and/or agents.

At the request of the Data Providers the parties acknowledge that the following three clauses record the basis on which the Data Providers have provided the Data on The BIS Platform and form part of BIS's contracts with Data Providers:

- (g) In providing the Data for The BIS Platform the Data Providers have provided the same on terms whereby the Data Providers have excluded to the fullest extent permitted by law all conditions, warranties and representations, expressed or implied (whether implied by statute, common law, course of dealing, trade use or otherwise) relating to the Data, the licence of BIS to use the Data on The BIS Platform or otherwise.

- (h) In providing the Data for The BIS Platform the Data Providers have provided the same on terms whereby the Data Providers exclude and deny liability to BIS in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential or incidental loss or, punitive or exemplary damages, or loss of profits, loss of anticipated profits or anticipated savings.
- (i) In providing the Data for The BIS Platform the Data Providers have provided the same on terms whereby the Data Providers deny any liability to BIS or any other person resulting from the use of the Data by BIS and provide the Data without any obligation to provide further Data, to update Data or to correct any inaccuracies in the Data. The Data Providers do not provide for or owe any duty of care to BIS or any other person.

7. PAYMENT

- (a) No payment is due by You for the Initial Service. BIS reserves the right to impose charges at a rate and to be paid in such a manner as BIS determines for the Future Services, if availed of by You.
- (b) In the event of You failing to make any payment of the charges due BIS may immediately cease the provision of Future Services on The BIS Platform to You.

8. ACCESS

- (a) Access to certain areas of The BIS Platform may be restricted and BIS reserves the right to restrict access to other areas of The BIS Platform or indeed the whole Website at its discretion PROVIDED HOWEVER that BIS shall not in any way restrict access to The BIS Platform or any part of it in respect of any Brokers Ireland member without first consulting with Brokers Ireland and without demonstrating to Brokers Ireland that to not restrict access in the manner intended would be detrimental to the overall good of the Brokers Ireland members using The BIS Platform.
- (b) BIS will provide You with a user ID and password to enable You to access the relevant restricted areas of The BIS Platform. You must ensure that the user ID and password is kept confidential. You accept responsibility for all activities that occur as a result of your receiving your user ID or password. BIS is entitled to disable your user ID and password in the event of the breach of any of these terms and conditions or any other contractual obligation owed to it by You.
- (c) You agree to immediately notify BIS of any unauthorised use of your user ID and password or breach of security that You are or that You become aware of and you hereby agree to indemnify and keep indemnified BIS against any loss or damage whatsoever arising out of or in connection with the unauthorised use of your User ID or password by any of your employees or agents, past, present or future.

- (d) You agree to immediately destroy any Data which comes into your possession through your use of The BIS Platform but which does not pertain to your clients.
- (e) You agree not to use, process or to disseminate for any purpose whatsoever any Data which comes into your possession howsoever arising through your use of The BIS Platform and which relates to a policyholder who is not an existing client of your company or firm.

9. TERMINATION

- (a) You may terminate your use of The BIS Platform at any stage either with or without notice to BIS.
- (b) BIS may terminate the provision of its services to You on The BIS Platform in the event of any breach by you of the licence set out at paragraph 4 above either with or without notice to You.
- (c) The right of either party hereto to terminate this Agreement will be without prejudice to any other right or remedy of the party terminating in respect of the breach concerned (if any) or any other breach.
- (d) BIS shall provide a facility for You to unsubscribe from The BIS Platform and, if You unsubscribe from The BIS Platform, BIS shall immediately cease processing all Data referable to the agency codes registered to You and shall promptly return to the Data Provider any and all Data referable to the agency codes, including copies thereof, allocated to You by the Data Provider or, at the Data Provider's request, shall destroy all Data referable to the agency codes allocated to You, including copies thereof, in a confidential manner and certify, within fourteen days to the Data Provider, that this has been done, unless legislation or a legal requirement imposed on BIS prevents it from doing so. In such circumstances, BIS guarantees the confidentiality of the Data and will not undertake any further processing of it.

10. DATA PROTECTION

BIS and You shall comply with their obligations under Data Protection Law. And specifically the GDPR effective from 25th May 2018. Particularly but without limitation BIS shall:

- (a) permit an authorised user access only to that Data which pertains to the authorised user's clients;
- (b) deny an authorised user access to Data which does not pertain to the authorised user's clients; and
- (c) not process or use the Data for any purpose other than to make the Data available to authorised users through The BIS Platform.

- (d) process the personal data only on documented instructions from the Data Controller. In this regard it should be noted that both the Data Suppliers and the authorised Broker are deemed to be Data Controllers.
- (e) ensure that it is committed to confidentiality.
- (f) take all appropriate security measures with the personal data it holds. This includes appropriate encryption, technical and organisational measures details of which can be found on The BIS Platform under the help menu.
- (g) not engage the services of another processor without explicit consent.
- (h) assist in helping with the subscriber's compliance with obligations under GDPR where possible.
- (i) assist the subscriber to respond to requests from individual clients.
- (j) where the subscriber should so decide, delete or return all the personal data to the subscriber after the end of the provision of services relating to processing, and delete existing copies except where required to keep the copies by law or regulation. BIS will make available this data on request in a format which ensures portability, should this be required.
- (k) make available to the subscriber all information necessary to assist with the demonstration of compliance. This will allow for and contribute to audits, including inspections conducted by the subscriber.

11. APPLICABLE LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland. You and BIS consent to the exclusive jurisdiction to the Irish courts to settle any disputes in connection or arising out of the use of The BIS Platform.

12. ASSIGNMENT

Neither party may assign your rights or obligations under these terms and conditions to any third party.

13. MISCELLANEOUS

- (a) The heading and titles contained in these terms and agreements are included for reference only and will not limit or otherwise affect the content of the terms and conditions.
- (b) The failure of BIS to enforce any strict provision of any of these terms and conditions will not constitute a waiver of its right to subsequently enforce such a provision or any other term or condition.
- (c) You and BIS are independent contractors and nothing in this agreement will create any partnership, joint venture, franchise or other sales relationship between us.

- (d) References to any enactment include where appropriate reference to any statutory modification thereof whether by way of amendment addition, deletion or repeal and re-enactment with or without amendment.
- (e) Unless the context otherwise requires words importing persons include corporations.
- (f) BIS reserves the right to change these Terms and Conditions.

14. THIRD PARTY CONTENT

The BIS Platform may provide links to other websites and services and access to content, products and services from third parties. BIS is not responsible for the availability of, or content provided on, such third party websites. You should refer to the policies posted by other websites regarding privacy and other topics before You use them. You acknowledge and agree that BIS is not responsible for third party content accessible from The BIS Platform and that You bear all risks associated with such content.

15. SEVERABILITY

If any of the provisions of these terms and conditions is found by a court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from the terms and conditions and the remaining provisions of the terms and conditions shall remain in full force and effect.

16. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between You and BIS in relation to your use of The BIS Platform and supersede all previous agreements (if any) in respect of your use of The BIS Platform.

17. FORCE MAJEURE

If either You or BIS is affected by force majeure it must forthwith notify the other of the nature and extent thereof. Neither You nor BIS will be deemed to be in breach of these terms and conditions or otherwise be liable to the other by reason of any delay and performance or non-performance of any of its obligations to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party and the time for performance of that obligation will be extended accordingly. If the force majeure in question prevails for a continuous period in excess of thirty days then You and BIS will enter into bona fide discussions with a view to alleviating its effects or to agree to such alternative arrangements as may be fair and reasonable. If BIS and You cannot come to a resolution of the force majeure within three months the innocent party shall be entitled to terminate the provision of services under these terms and conditions on seven days written notice to the other.

18. NOTICES

- (a) Any notice or other communication given or made under these terms and conditions shall be in writing and may be delivered to the relevant party or sent by prepaid post or facsimile at the address of that party as may at the relevant time have been notified to the party giving the notice or to that party's facsimile number thereat or such other address or facsimile number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or facsimile number not so notified.
- (b) Unless the contrary is proven each such notice or communication will be deemed to have been given or made and delivered if by post forty eight hours after posting if by delivery when left at the relevant address or if by facsimile upon transmission subject to the correct code or facsimile number being received on the transmission report.

19. SUPPORT SERVICE LEVELS

The contact details for all queries that arise are as follows:

Telephone: 01-4960006 or any mobile numbers you may be given.

Fax: 01 6335024

Email: info@brokerinformationservices.ie or any direct email address you may be given.

BIS shall endeavour to answer and resolve all general and minor queries and problems immediately.

Where a problem arises which the contact person cannot immediately resolve, BIS shall commit to providing a fix and resolution as quickly as is reasonably possible.

Where an authorised user is not satisfied with any resolution time(s) relative to the support help-desk in respect of any particular unresolved fault or query it may escalate the issue to a director of BIS, who shall undertake a review of the situation and within 3 working days provide a written proposal to the complainant as to how BIS shall proceed to resolving such complaint.

20. DATA SECURITY AND CENTRAL BANK

BIS undertakes to ensure that all appropriate actions are taken in line with The Central Bank of Ireland requirements in the areas of data security, business continuity plans and disaster recovery and that details of these actions are available to the authorised user firm on request.

In regard to the storage of data BIS will ensure that all data is properly stored in a compliant manner in appropriate locations within approved jurisdictions. While

such locations may change from time to time, details are available to authorised user firms on The BIS Platform under the help menu.

End of Subscriber Agreement for the Use of The BIS Platform