



# MIB Secure Area User Agreement

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Document owner	Chief Financial Officer
Classification	Confidential



This User agreement ("User Agreement") is a legally binding User Agreement between you ("the **Member**") and Motor Insurers' Bureau whose registered office is at Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes MK14 6XT ("MIB") for the Member's access to the MIB Secure Area (as defined below) during the term of this User Agreement.

BY PLACING A TICK WITHIN THE "ACCEPT USER AGREEMENT" BOX YOU AGREE TO THE TERMS OF THIS USER AGREEMENT WHICH WILL BIND YOUR ORGANISATION AND YOUR RELEVANT PERSONNEL.

## 1 Definition

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

<b>"Authorised Third Parties"</b>	a third party, as agreed in writing between the parties, authorised to obtain and use the MIB Secure Area or Data (strictly in accordance with the Permitted Purpose only) and who has entered into a binding written agreement with the Member, the terms and conditions of which will impose obligations upon such third party equivalent to, or more onerous than, the terms and conditions of this Agreement;
<b>"Access Details"</b>	the username and password used by the Member (or its Authorised Third Party (if appropriate)) to gain web-based browser access to the MIB Secure Area;
<b>"the Commencement Date"</b>	the date upon which the Member clicked on the "checkbox" in relation to this User Agreement;
<b>"Compliance Policies"</b>	the MIB Secure Area User Agreement compliance procedure together with other compliance procedures stipulated by MIB from time to time;
<b>"Confidential Information"</b>	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, the MIB Secure Area,

technical data and know-how relating to the business of MIB or of any of MIB's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;

<b>"Data"</b>	the data and materials (including but not limited to the Documentation) to be provided on the MIB Secure Area pursuant to this User Agreement or as otherwise stipulated by MIB from time to time;
<b>"Data Link"</b>	the connection required to gain access to the MIB Secure Area utilised by the User;
<b>"Document"</b>	means any material displayed or hosted (or, as the context requires, to be displayed or hosted) through the MIB Secure Area, including but not limited to contracts, files, Word documents, text, spreadsheets, emails, scanned documents, pdf documents, presentations, diagrams, images, charts, tables and timelines;
<b>"DPA"</b>	the Data Protection Act 1998 and any other relevant data protection and privacy legislation or regulatory provisions;
<b>"Intellectual Property Rights"</b>	means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or not); (ii) applications for registration and the right to apply for registration for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
<b>"Member Material"</b>	the Documents provided by the Member to MIB pursuant to this User Agreement;
<b>"Matter"</b>	means a matter, transaction, deal, project, online community, collaboration or discussion group which is conducted or managed through the MIB Secure Area as agreed between the parties in writing from time to time;
<b>"MIIC"</b>	Motor Insurers Information Centre (a company limited by guarantee) with company number 03682840;
<b>"MID"</b>	the database operated and managed by MIB (on behalf of MIIC) commonly known as the 'Motor Insurance Database';

<b>“MIB Secure Area”</b>	means the internet-based Document and Matter management system available at <a href="https://secure.mib.org.uk">https://secure.mib.org.uk</a> or as otherwise stipulated by MIB from time to time);
<b>“MIB Secure Area Charges”</b>	(if appropriate) the charges and related terms for access to the MIB Secure Area published by MIB from time to time;
<b>“Permitted Purpose”</b>	the purpose for which you may use the MIB Secure Area is: <ol style="list-style-type: none"><li>1. as a means for viewing and downloading Data (including but not limited to Documentation) from the MIB Secure Area;</li><li>2. as a means of uploading Member Material for the purposes of performing the Member’s obligations[pursuant to this Agreement] (as appropriate); and</li><li>3. as otherwise specified in writing by MIB from time to time.</li></ol>
<b>“Personal Data”</b>	shall have the meaning set out in the Data Protection Act 1998;
<b>"Personnel"</b>	all persons employed on behalf of MIB or all persons acting on the behalf of the Member(as appropriate) to perform its obligations under this User Agreement together with MIB’s or the Member’s (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;
<b>“Process(ing)”</b>	shall have the meaning set out in the Data Protection Act 1998.
<b>"Working Day"</b>	any day save for Saturday, Sunday and public holidays in England.

## 1.2 In this User Agreement:

- (a) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- (b) references to clauses are to clauses of this User 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 User Agreement; and
- (e) references to the parties are (unless otherwise stated) to the parties to this User Agreement (namely MIB and the Member); and
- (f) the words 'include', 'includes', 'including' and 'included' will be construed without limitation unless inconsistent with the context.

## 2 Commencement and Duration

- 2.1 This User Agreement shall commence on the Commencement Date and shall continue (unless terminated earlier in accordance with the terms of this User Agreement) for the duration of the Member's membership of MIB.

## 3 Obligations

- 3.1 From the Commencement Date until termination of this User Agreement MIB shall use its reasonable endeavours to make the MIB Secure Area available to the Member only in accordance with this User Agreement.
- 3.2 The User shall not, or permit any third party to, access, and or use, use the MIB Secure Area or the Data unless strictly required for the Permitted Purpose and fully in accordance with this Agreement.

## 4 Access to and Use of MIB Secure Area

- 4.1 Subject to the Member fully complying with its obligations pursuant to this User Agreement, MIB grants to the Member a non-exclusive licence to access the MIB Secure Area during the term of this User Agreement PROVIDED THAT such use shall be fully in accordance with the terms and conditions set out in this User Agreement, for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the Member or similar documentation in force from time to time.

4.2 The MIB Secure Area (including the Data) is provided to the Member on an “as is” basis. The Member acknowledges that certain Data may be provided by third parties. MIB makes no warranties as to the accuracy of the MIB Secure Area (and any Data) or fitness for the purposes of the Matter.

4.3 The Member warrants and undertakes to MIB that:

- (a) it will not attempt to access and or use, or permit any third party (save for the Authorised Third Party), to access and or use, the MIB Secure Area and or any Data (save for the Member Material) for any purpose other than the Permitted Purpose;
- (b) it will not permit any third party, save for Authorised Third Parties to obtain access to Data or be party to Matters discussed between the MIB and its Members unless agreed with MIB and it will immediately notify MIB of any circumstances it is aware of relating to any use of the MIB Secure Area and or the Data, other than for the Permitted Purpose and in accordance with a binding written agreement.
- (c) it will not , nor will any Authorised Third Party, have any interest or right of ownership whatsoever (including any intellectual property right) in the MIB Secure Area (including the Data save for the Member Material);
- (d) it, and any Authorised Third Party must adhere, at all times, with any other instructions from MIB in its use of the MIB Secure Area and or the Data provided by the MIB Secure Area and in all related documentation supplied to it or to its Authorised Third Party (if appropriate);
- (e) In cases where it may be necessary for the Member to discuss Documents or Matters with a third party this will be with the prior written agreement of MIB only (namely Authorised Third Parties). The Member will have in place written terms and conditions with any such third parties with whom it passes Data and or discusses Matters with to comply with obligations equivalent to those placed upon the Member pursuant to clauses 4.3 (a) – (d) inclusive and 5 of this User Agreement.

4.4 The Member further warrants and undertakes to MIB that:

- (a) it has the right and authority to enter into this Agreement and to perform the actions and undertake the obligations contemplated herein;
- (b) the use of the Member Material by MIB and any other users of the MIB Secure Area will not infringe the intellectual property rights of any third party;
- (c) it shall use its best endeavours to ensure that all Member Material provided to MIB is accurate, complete, supplied in a timely manner (as reasonably stipulated by MIB from time to time);

- (d) the transfer to MIB of any Member Materials shall comply with all applicable law and that it has all necessary consents, approvals and licences to enable the lawful transfer and subsequent use by MIB and any user of the MIB Secure Area of such information in accordance with this Agreement.
- 4.5 The Member is responsible for making all arrangements necessary for its access to the MIB Secure Area. MIB is not a service provider. The Member is responsible for the payment of any fees charged by its internet service provider.
- 4.6 The Member will set up its own Access Details. The Member shall be liable for the protection of and the activity on the MIB Secure Area which is carried out through the use of its, and any of its Authorised Third Party's, Access Details.
- 4.7 If the Member knows or suspects that an unauthorised person becomes aware of that Member's Access Details the Member must promptly notify MIB by email at [Informationsecurityincident@mib.org.uk](mailto:Informationsecurityincident@mib.org.uk) and then follow the instructions provided by MIB.
- 4.8 Documents may be confidential and or subject to legal privilege. The Member must not distribute any Document that it has only obtained through the secure area.
- 4.9 A Matter may be confidential, the Member must not disclose any Confidential Information relating to a Matter, including the existence of and or contemplation of such a Matter except to persons authorised to have information disclosed to them for the purposes of the Matter.
- 4.10 The parties acknowledge that the Member shall retain all right, title and interest to Member Material which it contributes to the MIB Secure Area and MIB shall hold such Member Material as licensee of the Member. The parties further hereby acknowledge that, for the purposes of this User Agreement, the intellectual property rights in the MIB Secure Area as a whole shall be the property of MIB.
- 4.11 With effect from the Commencement Date the Member grants to MIB (and or any of its Personnel) a, royalty-free, non-exclusive, non-transferable, irrevocable User to use any and all intellectual property rights in the Member Material for the purposes envisaged by this Agreement (including but not limited to incorporation of such Member Material into the MIB Secure Area (including the Data)).
- 4.12 MIB hereby reserves the right to grant a sub-User in respect of Member Material to any other person (including but not limited to for the purpose of their establishing or administering the MIB Secure Area).
- 4.13 MIB shall be entitled to create or collect any reasonable data or information about the Member's use of the MIB Secure Area for the purposes of assessing the Member's compliance with the terms and conditions of this User Agreement or regulatory compliance requirements or by operation of law.



- 4.14 MIB shall (at its absolute discretion and without liability) have the right to suspend access to the MIB Secure Area without notice for such period as it deems fit.
- 4.15 The terms of this User Agreement shall also be subject to MIB's Privacy Policy (as may be in force and as amended from time to time).

## 5 Viruses

- 5.1 MIB does not guarantee that the MIB Secure Area will be secure or free from bugs, viruses or other such technologically harmful material.
- 5.2 The Member is responsible for configuring its information technology, computer programs and platform in order to access the MIB Secure Area. The Member shall use its own virus protection software.
- 5.3 The Member must not misuse the MIB Secure Area by knowingly introducing viruses, Trojans, worms, logic bombs, time-bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful. The Member must not attempt to gain unauthorised access to the MIB Secure Area, the server on which the MIB Secure Area is stored or any server, computer or database connected to the MIB Secure Area. By breaching this provision, the Member may commit a criminal offence under the Computer Misuse Act 1990. MIB will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing the Member's identity to them. In the event of such a breach, the Member's right to use the MIB Secure Area shall cease immediately.
- 5.4 MIB shall not be liable for any loss or damage caused by a virus or any other technologically harmful material that may infect the Member's computer equipment, computer programs, data or other proprietary material due to the Member's use of the MIB Secure Area or to the Member's downloading of any Data on it or on any website linked to it.

## 6 Content Standards

- 6.1 The Member hereby warrants, represents and undertakes that the Member Material shall:
  - (a) be accurate (where they state facts);
  - (b) be genuinely held (where they state opinions);
  - (c) comply with applicable law in the UK and in any country from which they are posted
  - (d) not contain any material which is defamatory of any person;
  - (e) not contain any material which is obscene, offensive, hateful or inflammatory;



- (f) not promote sexually explicit material;
- (g) not promote violence;
- (h) not promote discrimination of any nature (including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age);
- (i) not infringe any copyright, database right or trade mark of any other person;
- (j) not be likely to deceive any person;
- (k) not be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (l) not promote any illegal activity;
- (m) not be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- (n) not be likely to harass, upset, embarrass, alarm or annoy any other person;
- (o) not be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (p) not give the impression that they emanate from MIB, if this is not the case; or
- (q) not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**6.2** MIB is not a monitor or editor of any Member Material and, accordingly, do not accept any responsibility for such Member Materials. Nor does MIB accept responsibility for (or in any way endorse) any views, opinions, material, information, or comments in any document published on the MIB Secure Area or linked to via the MIB Secure Area. The Member is solely responsible for the Member Material.

## 7 Escalation Procedure

If any issue or dispute arises between the parties in relation to this User Agreement and remains unresolved after each has used its reasonable endeavours to seek to resolve it, then each party shall be entitled to arrange a meeting between a duly authorised representative from each of the parties as soon as is reasonably practicable. The representatives of each party shall attend the meeting and use all reasonable endeavours to negotiate a settlement of the issue.

## 8 Charges

- 8.1 For the avoidance of doubt, the Member shall bear the cost to establish any Data Link, and MIB shall have no liability whatsoever in relation to the cost, quality or otherwise of the Data Link.
- 8.2 In the event that charges are payable by the Member for access to the MIB Secure Area such charges will be payable in accordance with the MIB Secure Area Charges.

## 9 Liability

- 9.1 The Member hereby acknowledges and agrees that the MIB Secure Area and or certain Data shall be supplied by third parties, and that MIB has no control whatsoever over the accuracy, completeness and or usefulness (for a specified purpose or otherwise) of the MIB Secure Area and or such Data and MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the availability, accuracy, completeness and or suitability of the MIB Secure Area and or any Data 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 MIB Secure Area and or the Data in that regard.
- 9.2 The maximum aggregate liability of MIB under or in connection with this User Agreement in respect of all claims by the Member 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 sum of £500.00.
- 9.3 Without prejudice to clause 9.2, MIB shall not be liable under this User 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.
- 9.4 Nothing in this User 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 User Agreement.

## 10 Suspension

- 10.1 Without prejudice to any other rights or remedies of MIB, if the Member does not comply with the terms of this Agreement; and or any relevant Compliance Policies, MIB may, without liability, suspend that Member's (and any relevant Authorised Third Party's) access to, and use of, the MIB Secure Area until such time as arrangements have been made to MIB's reasonable satisfaction (such satisfaction may be evidenced by, without limitation the completion of a successful audit by MIB of the User's access to and use of the MIB Secure Area and any Data (at MIB's absolute discretion)) for remedying the same.

## 11 Statutory, Regulatory and Security Requirements

- 11.1 Each of the parties undertakes to the other that it will at all times in relation to this User 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 (including but not limited to the protection of Personal Data), together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory body
- 11.2 The Member shall not do any act that puts MIB in breach of its obligations under the DPA or other relevant data protection legislation or regulatory provisions (including but not limited to any 'personal data' for the purposes of the DPA) for the purposes of this Agreement.
- 11.3 The Member and its Personnel shall ensure that:
- (a) at all times it complies 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 Member 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;
  - (b) provide to MIB (on request) a written a description of the technical and organisational methods employed by the Member and any Authorised Third Party (if appropriate) for Processing Personal Data (within the timescales required by the MIB);
  - (c) ensure the reliability of its Personnel by vetting its Personnel appropriately who
  - (d) have access to Personal Data and shall ensure that such Personnel are subject to obligations corresponding to those which bind it pursuant to this User Agreement. The Member shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of the Member;
  - (e) not disclose or distribute the Data or documents (Save for Documents or Matters that relate to the Member) obtained through the secure area to any third party in any circumstances without first agreeing this with the MIB in writing'
  - (f) where disclosure or distribution to an Authorised Third Party of any Data and or Documents has been approved by MIB, the Member shall ensure that the Authorised 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;

- (g) not transfer any Data or Documents obtained through the MIB Secure Area outside the European Economic Area, without the MIB's prior written consent;
- (h) permit MIB or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Member's and Authorised Third Parties' (if appropriate) 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 Member is, and Authorised Third Parties (if appropriate) are, in full compliance with its obligations under this clause;
- (i) have and maintain, and shall ensure that any Authorised Third Parties shall 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 Member shall, and shall ensure that any Authorised Third Party shall, remedy such breaches of the Standards forthwith at its own expense;
- (j) within 2 Working Days of such breach, inform MIB of any breach of this clause;
- (k) notify MIB immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data by emailing [Informationsecurityincident@mib.org.uk](mailto:Informationsecurityincident@mib.org.uk) and 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(k)(i) and (ii) shall include any action or changes reasonably required by MIB. As soon as reasonably practicable the Member 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 Member in respect of such breach, loss or misuse;

- (l) 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 Member 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 Member and its Personnel and or a breach of the provisions of this clause 11.

## 12 User requirements

**12.1** Except as expressly stated in this User Agreement or permitted by law, the Member has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the MIB Secure Area in whole or in part.

**12.2** Without prejudice to the foregoing, the Member shall ensure that any Access Details in relation to the MIB Secure Area are kept confidential at all times and only used by the relevant member of Personnel stated on the membership application. Authorised Third Parties (as appropriate)] (authorised by MIB for such purposes) fully in accordance with the terms and conditions of this Licence Agreement.

## 13 Termination

**13.1** MIB shall be entitled to terminate this User Agreement forthwith without liability, on 14 days' written notice to the Member for any reason whatsoever.

**13.2** MIB shall be entitled to terminate this User Agreement forthwith by written notice to the Member, in the event that the Member commits any material breach of its obligations under this User Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within seven 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 User Agreement.

**13.3** On termination of this User Agreement for any reason:

- (a) the Member must inform MIB that they will be terminating the agreement.

- (b) the Member will no longer have access to the MIB Secure Area;
- (c) unless otherwise agreed between the parties, the Member shall, forthwith return, delete or destroy all Data (save for Member Material), on any medium in accordance with MIB's instructions (acting reasonably). MIB reserves the right to audit the Member's compliance with this provision and, if the Member fails to do so, then MIB or its representatives may enter the Member's premises and take possession of them. Until they have been returned or repossessed, the Member shall be solely responsible for their safe keeping, MIB reserves the right for it or its representatives to audit the Member's compliance with this clause;
- (d) within 14 days of a written request from the Member, MIB shall remove the Member Material from the MIB Secure Area (if applicable);
- (e) the User granted to MIB pursuant to clauses 4.11 and 4.12 in relation to Member Material shall not be affected by such termination;
- (f) 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 User Agreement which existed at or before the date of termination; and
- (g) 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 User Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this User 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** Each party 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 User 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.

**15.2** Each party 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. Each party 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 Licensee, or by a court or other Licensee 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** Each party 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** If the Member 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 Member 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.

**15.6** Upon termination of this Agreement, at the request of either party, the other party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all the other party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
- (c) certify in writing to the other party that it has complied with the requirements of this clause 15, provided that the Member may retain documents and materials containing reflecting, incorporating, or based on the other party's Confidential



Information to the extent required by law or any applicable governmental or regulatory body and to the extent reasonable to permit the Member 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 Member.

- 15.7** 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 Member and no obligations are imposed on MIB other than as expressly stated in this Agreement.
- 15.8** 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.
- 15.9** Each party 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, each party 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.
- 15.10** The Member 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 and other costs and expenses suffered or incurred by MIB and or its associated companies arising from any breach of this Agreement by the Member and from the actions or omissions of any of its Personnel.
- 15.11** 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 User 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 User Agreement for a period in excess of ninety days then the non-defaulting party shall be entitled to terminate this User Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 13.3 neither party shall have any liability to the other in respect of the termination of this User Agreement pursuant to this clause 16.





## 17 Assignment and Sub-Contracting

This User Agreement and all rights under it may not be assigned or transferred by the Member without the prior written approval of MIB (such approval not to be unreasonably withheld or delayed). MIB reserves the right to assign or novate this User Agreement to any third party.

## 18 Entire Agreement

This User Agreement constitutes the entire User 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 User Agreement and any dispute in relation to it 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 under this User Agreement by either party to the other may be given by first class mail addressed to that party at the address specified at the beginning of this User Agreement (in the case of MIB), the Members address details as provided by the CEO on commencing membership with MIB in the case of the Member) or such other address as such party may from time to time nominate in writing for the purpose of this clause 20 and shall be deemed to have been served if given by first class mail forty eight hours after being posted.

## 21 Variations

No variation to this User Agreement shall be effective unless the Member has read and agreed these terms by clicking on the “checkbox” in relation to this User Agreement.

## 22 Severability

If any provision of this User 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 User 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 User Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this User Agreement.

## **24 Audit**

**24.1** During the term of this Agreement and for a period of two years (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 Member's access to and use of the MIB Secure Area, 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 MIB Secure Area (directly or indirectly) including the authorisation, transmission and management of any data relating to or sourced from the MIB Secure Area distributed by the Member either internally or externally together with relevant governance functions;
- (b) to review the Member and relevant Member's Personnel's compliance with any relevant legislation applicable to the MIB Secure Area and or Data; and
- (c) to review the Member's compliance with the terms of this Agreement.

**24.2** Except where an audit is imposed on MIB by a regulatory body or government; the Member is deemed to have failed a prior audit; the Member's use of the MIB Secure Area 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 one occasion in any calendar year. In the event that such additional audits are to be conducted by or on behalf of MIB, at MIB's absolute discretion. Where MIB visits a Member to follow up on the implementation of audit recommendations from a prior audit, such follow-up visits do not constitute further audits, but are an integral part of the closure of that prior audit.

**24.3** MIB shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Member and or relevant Member's Personnel.

**24.4** Subject to MIB's obligations of confidentiality pursuant to this Agreement, the Member shall on demand provide, and ensure that the Member'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 satisfactory evidence that data subject consent in relation to all relevant purposes 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 Member and or its Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement in accordance with the Member's internal security policy; and
- (c) access to the relevant Member's Personnel.

**24.5** 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.

**24.6** The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under clauses 24.1 to 24.5 (inclusive), unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Member in which case the Member shall reimburse MIB for all MIB's reasonable costs incurred in the course of the audit.

**24.7** MIB shall be entitled to pass the results of such audits (and reports relating thereto) to any relevant regulatory bodies.

**24.8** The rights granted to MIB as included in clauses 24.1 to 24.5 will automatically extend to any organisation to whom the Member passes or share data with (including but not limited to the relevant Member's Personnel) where it was obtained from the MIB Secure Area.

**24.9** Without prejudice to this clause 24, the Member shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its use of the MIB Secure Area (as otherwise reasonably stipulated by MIB from time to time). The Member 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 Member MIB shall not carry out an audit pursuant to this clause 24 on more than two occasions during any calendar year.

## 25 Anti-Bribery

**25.1** The Member 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 (as defined in clause 25.1(e));
- (d) immediately report to MIB any request or demand for any undue financial or other advantage of any kind received by the Member in connection with the performance of this Agreement; and
- (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 25.1(b), and will enforce them where appropriate.

**25.2** The Member shall warrant to MIB on an annual basis that it will comply with this clause 25.

**25.3** The Member 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 25.1 by the Member or any breach of provisions equivalent to clause 25.1 in any subcontract by any of the Member's subcontractors.

**25.4** The Member if requested, shall provide MIB with any reasonable assistance, at the Member'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.

**25.5** The Member 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 25.2 at the relevant time.

**25.6** The Member 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 Member in this clause 25 ("Relevant Terms"). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.

**25.7** Notwithstanding the foregoing, breach of this clause 25 shall be deemed to be a material breach which cannot be remedied.

**25.8** Without prejudice to clause 13, if MIB terminates this Agreement for breaching this clause 25, the Member shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.

**25.9** 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.

**25.10** For the purpose of clause 25, 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.

## **26 No partnership or agency**

**26.1** 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.

**26.2** The Member confirms it is acting on its own behalf and not for the benefit of any other person.