

DELEGATED AUDIT MANAGER (DAM) TERMS & CONDITIONS

IMPORTANT: These Delegated Audit Manager (DAM) Terms & Conditions (“**T&Cs**”) govern access and use of the online Coverholder audit coordination system known as the Delegated Audit Manager (or DAM) system (“**Platform**”) which is provided by London Insurance Market Operations and Strategic Sourcing Limited (“**LIMOSS**”). The URL for the Platform is as set out on the DAM Support Page.

By accepting these T&Cs, either by (1) clicking a box indicating acceptance or (2) using the Platform, Platform User (defined below) agrees to these T&Cs. The Platform is only for business use and the individual using the Platform and accepting these T&Cs represents that they are doing so on behalf of the Platform User and have the authority to bind such Platform User to these T&Cs. If the individual using the Platform and accepting these T&Cs does not have such authority, or does not agree with these T&Cs, such individual must not accept these T&Cs and may not use the Platform.

Access to and use of the Platform is only permitted pursuant to these T&Cs. Neither Platform User nor an Individual User has any rights other than those granted under these T&Cs.

These T&Cs may be updated by LIMOSS from time to time on notice, as detailed in clause 21 below. Version 1 of these T&Cs applied from 31 March 2025, and this updated version of the T&Cs applies from 1 May 2025.

Capitalised terms have the definitions set forth in these T&Cs.

Note: The operation and management of the Platform was transferred from Lloyd’s to LIMOSS on 31 March 2025 (“**Transfer Date**”). These T&Cs are issued by LIMOSS and will apply on and from the Transfer Date (subject to any updates after that date). These T&Cs are your only right to use the Platform, and any terms in place with Lloyd’s will no longer apply in relation to your access or use of the Platform with effect on and from the Transfer Date.

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this Clause apply in these T&Cs:

“ Auditor ”	means a person or firm which undertakes an audit of a Coverholder or DCA’s underwriting, claims, operational and financial controls.
“ Coverholder ”	shall have the meaning set out in the Lloyd’s Definitions Byelaw (No 7 of 2005).
“ DAM Support Page ”	means the webpage located at limoss.london/DAM .
“ DAM System User ”	means any end user entity to whom the Platform is made available, which shall (unless the context otherwise requires) includes Managing Agents under an MUA as well as the Platform User, but excludes Lloyd’s.
“ DCA ” or “ TPA ”	shall have the meaning set out in the Lloyd’s Definitions Byelaw (No 7 of 2005) for the expression “third party administrator”.
“ Document ”	means any document uploaded to the Platform by a Platform User (including by an Individual User) in relation to a Permitted Purpose.
“ Data Protection Laws ”	means as applicable the Data Protection Act 2018, the GDPR, and all applicable laws (including judgements of any relevant court of law) and regulations relating to the processing of personal data, electronic communications and privacy, including where applicable the guidelines, recommendations, best practice, opinions, directions, decisions and codes of conduct issued, adopted or approved by the European Commission, the European Data Protection Board, the UK’s Information Commissioner’s Office and/or any other supervisory authority, commissioner or regulator, or data protection authority wherever situated from time to time.

"GDPR"	means, as the context so requires: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data: or (ii) the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
"Individual User"	means an individual employed, engaged or contracted by the Platform User that is permitted to use the Platform on behalf of the Platform User.
"Laws"	means any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time.
"Lloyd's"	means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's and/or Lloyd's Insurance Company S.A.
"Broker"	shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005).
"Managing Agent"	shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005).
"Permitted Purpose"	means the inputting, uploading, sending and receiving of Platform User Data and Documents for the purpose of: <ul style="list-style-type: none"> (a) issuing and collating auditor RFI for audits of Coverholders and DCAs; (b) conducting pre-scheduling activities (including capturing Coverholder / DCA unavailability dates, insurer auditor panels and audit cycles); (c) operating and managing the coordinated audit scheduling process; (d) recording and managing solo and self-managed audits within the system; (e) formalising audit scopes and agreeing quotes with selected Auditors; (f) preparing for, carrying out and managing audit site visits (g) recording, reporting and responding to audit outputs (including the production of recommendation letters); (h) enabling administration activities to be conducted (including managing reference data, application settings and workflow states); (i) generating appropriate reporting for each scope area; (j) assessing and managing the timely completion of all tasks and activities on the Platform (including reporting on compliance with service levels); and (k) conducting Auditor quality ratings.
"Platform Information"	means user manuals, instructions, guides, online and video tutorials and other information relating to the Platform User's use of the Platform.
"Platform User"	means the company, corporation or any body corporate (wherever incorporated), partnership, unincorporated association or sole trader (whether or not having separate legal personality) on whose behalf the individual accepting these T&Cs is acting when accepting these T&Cs.

“Platform User Data”	means all data and other information that the Platform User (or one of its Individual Users on its behalf) inputs, uploads, links to or otherwise provides or makes available using the Platform (including Documents), together with any and all information and data relating to or indicating the Platform User’s (or one of its Individual User on its behalf) use of the Platform.
“Platform User Personal Data”	means any Personal Data comprised in the Platform User Data.
“Permitted User Type”	Means one of the following: (i) Coverholder; (ii) DCA; (iii) Managing Agent; (iv) Broker; or (v) Auditor.
“Software”	means any computer program or programming and any embedded software tools or object libraries.
“Subcontractors”	mean those subcontractors appointed by LIMOSS from time to time to provide elements of the Platform, including those set out or referred to on the DAM Support Page (as updated from time to time).
“Term”	means the period between the acceptance of these T&Cs by the Platform User and the date on which these T&Cs are terminated in accordance with Clause 12.

2. PLATFORM ACCESS AND CONDITIONS OF USE

- 2.1 These T&Cs (which includes the terms and conditions set out at the top of these T&Cs and marked “important”) shall bind the Platform User from and including the date of first acceptance of these T&Cs by an Individual User for and on behalf of the Platform User. For the avoidance of doubt, any subsequent acceptance or rejection of these T&Cs by any other Individual User shall not affect the validity, enforceability or Term of these T&Cs, which shall remain in force until terminated in accordance with Clause 12.
- 2.2 The Platform User shall ensure that all login and password details are kept secure and are not shared with or used by anyone other than the Individual Users. The Platform User is responsible for any use of the Platform via the account of its Individual Users.
- 2.3 Access and use of the Platform is only permitted for the Permitted Purpose and in accordance with the terms of these T&Cs.
- 2.4 The Platform is provided “as is” and “as available” and LIMOSS gives no warranties in respect thereof. Except for the warranties set out in Clause 4.2, all warranties and conditions of LIMOSS, whether express or implied, are excluded. In particular, and without limit, LIMOSS makes no warranties of uninterrupted use with respect to the Platform. The Platform User acknowledges that its use of the Platform may be interrupted due to faults in Platform User’s or another DAM System User’s own system.
- 2.5 The Platform User acknowledges that the Platform shall work as a workflow management system and not as a document repository.
- 2.6 The Platform User shall not use the Platform, nor store, distribute or transmit any material through the Platform in a way that could reasonably be determined to:
 - 2.6.1 violate any Laws;
 - 2.6.2 commit a tortious or otherwise wrongful act, including, without limitation, the communication of libellous, defamatory, scandalous, threatening, harassing, or private information (without consent) or communicating content that is likely to cause emotional distress;
 - 2.6.3 communicate content that is obscene, pornographic, lewd, lascivious or violent;
 - 2.6.4 violate any copyright, patent, trademark, trade secret or other intellectual property rights of others;
 - 2.6.5 obtain or attempt to obtain unauthorised access, such as attempting to circumvent or circumventing any authentication or other security feature of the Platform. This includes accessing data not intended for the Platform User or any of the Individual Users, logging

into a server or account the Platform User or any of the Individual Users is not authorised to access, or probing the security of the Platform;

2.6.6 interfere or attempt to interfere with service of the Platform by use of any program, script, command or otherwise. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload the Platform or to burden excessively;

2.6.7 introduce viruses, worms, harmful code and/or Trojan horses; and/or

2.6.8 propagate chain letters and pyramid schemes, whether or not the recipient wished to receive such mailings.

2.7 The Platform User shall not use the Platform nor store, distribute or transmit any material (including Documents) through the Platform which could reasonably be determined to constitute sensitive personal data (as set out in Clause 8.10).

2.8 The Platform User shall not upload Platform User Data or Documents that exceed the limitations set out or referred to on the DAM Support Page, and shall ensure only relevant data and files are uploaded.

2.9 The Platform User shall not intentionally (using reasonable care) do or omit to do anything that might adversely affect the operation of the Platform. The Platform User will not allow any person other than the Individual Users to access and use the Platform.

2.10 LIMOSS reserves the right to modify the Platform (including the Software, its network, system configurations or routing configuration).

2.11 LIMOSS will not be responsible for any delay or failure in the functioning of the Platform caused by the act or omission of the Platform User, another DAM System User, or any other event, act or omission outside of its control. LIMOSS shall be entitled to recover any costs and expenses it incurs as a result of a breach of these T&Cs or negligence of a Platform User or any of the Individual Users.

2.12 LIMOSS does not and shall not control or endorse and is not and shall not be responsible for the content or particulars of any Platform User Data, Documents or any other material posted by DAM System Users on the Platform.

2.13 Platform User shall implement a process to remove access from an Individual User promptly after that Individual User leaves or ceases to have a business need to access the Platform. Without prejudice to Platform User's obligations, LIMOSS may (but is not required to) disable Individual User accounts if that Individual User has not accessed the Platform for 13 months.

3. SECURITY AND SUSPENSION

3.1 LIMOSS shall procure that information security provisions designed to:

3.1.1 ensure the security and confidentiality of the Platform User's information;

3.1.2 protect against any foreseeable threats or hazards to the security or integrity of the Platform; and

3.1.3 protect against unauthorised access to or use of any information and to the Platform,

are included within the agreements with the Subcontractors.

3.2 The Platform User agrees that LIMOSS may suspend the use of the Platform at any time for reasonable security reasons and/or in the event of any suspected non-compliance by the Platform User of its obligations set out in these T&Cs including Schedule 1. LIMOSS will use its reasonable endeavours to provide the Platform User with as much advance notice of any such suspension of the use of the Platform as practicable. LIMOSS will use reasonable endeavours to restore the Platform promptly and shall in any event seek to restore the use of the Platform as soon as practicable once any security issue has abated or the Platform User resumes compliance with its obligations set out in Schedule 1.

4. WARRANTIES AND COMMITMENTS

4.1 The Platform User warrants that:

4.1.1 it has the full capacity and authority to enter into and perform these T&Cs and that the first Individual User who has accepted the T&Cs is a duly authorised representative of the Platform User;

- 4.1.2 it will provide all assistance and information reasonably required by LIMOSS in relation to the provision and operation of the Platform;
 - 4.1.3 it has full authority to provide, post, link to, make available and let others use any Platform User Data or Document or other material that it does provide post, link to or otherwise make available on or via the Platform; and
 - 4.1.4 it will comply, and procure that its Individual Users, agents, contractors and employees comply, with the Platform User obligations set out in Schedule 1, and any user terms published on or accessible via the Platform or the DAM Support Page.
 - 4.1.5 that it is and will remain during the Term a Permitted User Type.
- 4.2 LIMOSS warrants that:
- 4.2.1 it will (i) provide assistance and information required by a regulator; and (ii) use reasonable endeavours to provide information reasonably required by the Platform User, in each case in relation to the provision of the Platform and at the Platform User's cost;
 - 4.2.2 it is permitted to grant the Platform User access to the Platform as contemplated under these T&Cs; and
 - 4.2.3 it shall use reasonable endeavours to procure the maintenance of the Platform free of bugs, viruses and other malicious software.

5. PLATFORM USER DATA

- 5.1 LIMOSS acknowledges that the Platform User Data is owned either by a Platform User alone or owned jointly by the Platform User and other third parties. LIMOSS will not withhold, mortgage, place liens over or otherwise restrict access to the Platform User Data. In the event and to the extent that LIMOSS acquires any right, title or interest in the Platform User Data, LIMOSS hereby assigns such right, title and interest to the Platform User.
- 5.2 LIMOSS will be entitled to collect and use the Platform User Data to administer and manage the Platform, for billing purposes (where applicable), and for creating, using and disclosing aggregated and anonymised data in relation to the usage of the Platform.
- 5.3 The Platform was designed to provide Lloyd's with regulatory oversight of the activities conducted via the Platform, including to assist with the coordination of audits and to oversee the completion of tasks and activities by Platform Users on the Platform in relation to the Permitted Purpose and for any of the purposes set out in the Intermediaries Byelaw (No 3 of 2007) or other applicable Lloyd's or regulatory requirements, or as otherwise agreed with the Platform User and Lloyd's ("**Regulatory Oversight**"). To continue to enable the Regulatory Oversight after the Transfer Date, Platform User acknowledges and agrees that Lloyd's may access and, as necessary, retain copies of Platform User Data for Regulatory Oversight purposes and hereby instructs LIMOSS to provide Lloyd's with the necessary access. Lloyd's is bound by the provisions set out in Part B of the Miscellaneous Provisions Byelaw (No 4 of 2006) in relation to the retention of such Platform User Data.
- 5.4 LIMOSS shall not be required to keep any copies or records (through a backup system, archive or otherwise) of any Documents or Platform User Data and the Platform User shall keep copies or records of Documents and / or Platform User Data as may be necessary for its own purposes.

6. PLATFORM INFORMATION

- 6.1 LIMOSS may provide Platform Information to the Platform User at its sole discretion.
- 6.2 Where LIMOSS provides any Platform Information to the Platform User, the Platform User will treat the Platform Information as confidential.
- 6.3 LIMOSS does not represent or warrant that the Platform Information is accurate, valid or complete.

7. AUDIT TRAIL

- 7.1 LIMOSS shall provide to each Platform User the ability to generate reports on the Platform User's tasks performed on the Platform and the Auditor's recommendations contained on the Platform (the "**Audit Trail**"). For the avoidance of doubt, the Audit Trail shall not include copies of any Documents uploaded to the Platform by any DAM System User.
- 7.2 Upon termination of these T&Cs, Platform User will no longer have the ability to access the Audit Trail and Platform User shall make copies of the Audit Trail as necessary for its own purposes before these T&Cs are terminated.

8. DATA PROTECTION

- 8.1 In this Clause, “**Personal Data**”, “**Data Controller**”, “**Data Processor**” and “**Data Subject**” shall have the meaning given to such terms in the Data Protection Laws.
- 8.2 LIMOSS and the Platform User acknowledge and agree that to carry out the Permitted Purpose, it is necessary for Personal Data to be uploaded to the Platform or shared by the Platform User with LIMOSS.
- 8.3 The Personal Data to be uploaded to the Platform or shared with LIMOSS will be no more than is necessary in the particular circumstances and will only be used for the Permitted Purpose and no other purpose.
- 8.4 LIMOSS and the Platform User agree that in relation to the Platform:
- 8.4.1 Platform User is a Data Controller: and
 - 8.4.2 LIMOSS is a Data Processor
 - 8.4.3 The types of Personal Data and the categories of Data Subject are those provided or uploaded by Platform User. The subject matter of the processing is the Permitted Purpose, and the duration, nature and purposes of the Processing is as set out in these T&Cs.
- 8.5 LIMOSS shall:
- 8.5.1 not Process, transfer, modify, amend or alter Platform User Personal Data other than in accordance with Platform User’s documented instructions, unless otherwise required by a Law to which LIMOSS (or its authorised Subprocessor) is subject, provided that in such a case, LIMOSS shall inform Platform User of that legal requirement before Processing (save where that Law prohibits such information on important grounds of public interest). Platform User hereby instructs LIMOSS and its authorised Subprocessors to Process Platform User Personal Data in such a manner as is reasonably necessary to perform its obligations and exercise its rights under these T&Cs, or as is required by any Laws;
 - 8.5.2 implement appropriate technical and organisational measures in order to protect any Platform User Personal Data against unauthorised or unlawful Processing or accidental loss, destruction, alteration and unauthorised disclosure;
 - 8.5.3 ensure that personnel who are permitted by LIMOSS or an authorised Subprocessor to access to the Platform User Personal Data are subject to appropriate confidentiality obligations or undertakings;
 - 8.5.4 allow Platform User to export its own data from the Platform any time prior to termination without charge. On termination LIMOSS will delete the Platform User Personal Data, unless Platform User has notified LIMOSS in writing at least 60 calendar days prior to the termination date that it requires LIMOSS to return the Platform User Personal Data, in which case LIMOSS shall comply with such request within 90 calendar days from the termination date. In either case, LIMOSS (and its authorised Subprocessors) may retain Platform User Personal Data to the extent required by any applicable Laws or where included in any electronic back-up copies made automatically in the ordinary course of safe-guarding electronic records. Except where stated to be free of charge, all assistance provided by LIMOSS in relation to the return of Platform User Personal Data shall be at Platform User’s cost;
 - 8.5.5 notify Platform User without undue delay upon becoming aware of a Personal Data Breach;
 - 8.5.6 taking into account the nature of the processing and the information available to LIMOSS, provide reasonable assistance to Platform User in relation to the fulfilment of its obligations in Chapter III GDPR and its compliance with Articles 32 to 36 of the GDPR. All assistance under this clause shall be at Platform User’s cost;
 - 8.5.7 make available to Platform User such further information (or procure the provision of such information from its Subprocessors) as is strictly required to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow Platform User and any independent auditor mandated by Customer access to such further information, provided always that Platform User provides reasonable advance notice of its requirement for such further information (and where the request for information involves a Subprocessor, LIMOSS shall use its reasonable efforts to facilitate such request but LIMOSS’s obligations are limited to those rights LIMOSS has in place with the relevant Subprocessor). All

information and assistance requested under this clause shall be provided at Platform User's cost.

- 8.5.8 not transfer Personal Data outside the United Kingdom or the European Union to a Subprocessor other than in accordance with Article 46 to 49 of the GDPR.
- 8.6 Platform User specifically authorises the Subcontractors to act as a Subprocessor for the purposes of that these T&Cs, subject to LIMOSS meeting the obligations set out in Clause 8.7.2.
- 8.7 Platform User generally authorises LIMOSS to (and authorises each Subprocessor to) appoint, remove or replace or change a Subcontractor in connection with the Services which may involve the Processing of Platform User Personal Data (each a "**Subprocessor**") provided that:
 - 8.7.1 LIMOSS shall inform Platform User of any changes concerning the addition or replacement of such Subprocessors (which shall be done by updating the list of Subcontractors set out or referred to on the DAM Support Page) and shall give Platform User an opportunity to object (such objection being demonstrated by Platform User terminating these T&Cs pursuant to Clause 12.2 and ceasing its use of the Platform); and
 - 8.7.2 LIMOSS shall ensure that the arrangement between LIMOSS and the relevant Subprocessor is governed by a written contract including terms which are equivalent to those set out in this Clause where applicable.
- 8.8 In respect of any assistance that is stated in this Clause to be at Platform User's cost:
 - 8.8.1 this will include a requirement for Platform User to pay or reimburse LIMOSS in full for the time, cost, fees and charges incurred by LIMOSS (and its Subprocessors) in performing its obligations under that clause (including performing the specific obligation, providing any additional assistance or fulfilling requests related to the relevant clause). In determining such cost, the following will apply (in each case as reasonably arising from the performance of the relevant obligation):
 - (a) the time incurred by LIMOSS personnel will be chargeable at LIMOSS's standard rates;
 - (b) the time incurred by LIMOSS's Subprocessors will be chargeable at their standard rates (LIMOSS will pass these through on a pass through basis);
 - (c) any fee charged to LIMOSS by a Subprocessor (LIMOSS will pass these through on a pass through basis); and
 - (d) any other cost or expense incurred by LIMOSS or its Subprocessors will be charged to Platform User on a pass through basis.
 - 8.8.2 Platform User will pay such amounts (or LIMOSS's reasonable estimation of such amounts from time to time) immediately on demand. LIMOSS will have no obligation to perform any such obligation until it receives any requested amounts in cleared funds, and any request will be deemed to be revoked where payments are not received in cleared funds within 5 days of the first demand. If LIMOSS has charged Platform User based on an estimation, LIMOSS will provide a final figure and the Parties will perform a true up and either LIMOSS or Platform User will remedy any overpayment or underpayment (as applicable).
- 8.9 Platform User warrants and undertakes that:
 - 8.9.1 it has no reason to believe that it is prohibited from uploading to the Platform or sharing, or that LIMOSS or Lloyd's are prohibited from receiving, the Platform User Personal Data in accordance with these T&Cs;
 - 8.9.2 at the time it is uploaded to the Platform or shared, to the best of its knowledge, the Platform User Personal Data is accurate and up to date;
 - 8.9.3 it has provided all necessary notices to data subjects and has procured all necessary consents, or satisfied another legal basis, to upload the Platform User Personal Data to the Platform or disclose the Platform User Personal Data to LIMOSS and Lloyd's to enable LIMOSS and Lloyd's to process the Platform User Personal Data pursuant to these T&Cs in compliance with Data Protection Laws; and
 - 8.9.4 it will at all times ensure that it has obtained and will process the Platform User Personal Data in accordance with the Data Protection Laws.

- 8.10 The Platform User shall not use the Platform nor store, distribute or transmit any material (including Documents) through the Platform which could reasonably be determined to constitute sensitive personal data. For the avoidance of doubt, the following is to be included, but is not limited to be considered 'sensitive':
- 8.10.1 personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;
 - 8.10.2 trade-union membership;
 - 8.10.3 genetic data, biometric data processed solely to identify a human being;
 - 8.10.4 health-related data;
 - 8.10.5 data concerning a person's sex life or sexual orientation; and
 - 8.10.6 data concerning criminal convictions.
- 8.11 The Platform User shall indemnify LIMOSS against all claims, demands, actions, costs, expenses, losses and damages (including without limitation any fines or penalties imposed by any regulator whether in the UK, European Economic Area or otherwise) incurred by, awarded against or agreed to be paid by LIMOSS arising from any breach of the Platform User's obligations under this Clause 8.
- 8.12 It is agreed that (to the extent the Platform User Data contains Personal Data that is accessed by Lloyd's for Regulatory Oversight pursuant to clause 5.3):
- 8.12.1 clause 5.3 is a documented instruction from Platform User to allow such access and use by Lloyd's;
 - 8.12.2 Lloyd's access and use of the Personal Data is as an independent and separate data controller; and
 - 8.12.3 Lloyd's has provided a privacy notice at <https://www.lloyds.com/common/privacy-notice> detailing such Processing.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Platform User acknowledges and agrees that, as between the parties, LIMOSS (or its licensors) own all intellectual property rights in all materials, software, hardware, processes and other media connected with the Platform and in any material developed or produced in connection with these T&Cs. These T&Cs does not grant the Platform User any rights to such intellectual property rights.
- 9.2 All rights, title and interest in and to the Platform User Data shall be owned and retained by the relevant DAM System User and/or other third party which lawfully enjoys such rights, title and interest. To the extent necessary to enable LIMOSS to provide the Platform, the Platform User grants to LIMOSS a royalty-free, worldwide, irrevocable licence during the Term of these T&Cs and thereafter to use the Platform User Data and any other material provided by or on behalf of the Platform User as reasonably required in order to comply with its obligations under these T&Cs.

10. CONFIDENTIALITY

- 10.1 LIMOSS acknowledges that as between LIMOSS and the Platform User the contents of the Platform User Data is confidential to the Platform User. The confidential nature of the Platform User Data is not lost merely by reason of a Document containing the Platform User Data being sent via the Platform.
- 10.2 Without prejudice to the generality of Clause 5, LIMOSS will, and shall use reasonable endeavours to procure that its subcontractors will, maintain the confidentiality of all information contained in the Platform User's Documents, provided that this obligation shall not prevent LIMOSS from making the disclosures expressly permitted in these T&Cs, nor shall this obligation prevent LIMOSS or its subcontractors from disclosing any Document content or any information which the Platform User has provided during the use of the Platform in connection with any judicial, governmental or regulatory proceedings if LIMOSS or its subcontractors are required to do so by any government agency or competent regulatory or statutory authority provided it gives as much notice as is permissible and / or practicable to the Platform User of such required disclosure.

11. LIABILITY & INDEMNITY

- 11.1 Each engagement of an Auditor by a Managing Agent shall be subject to contract between (i) the Managing Agent; and (ii) the Auditor, and LIMOSS accepts no responsibility or liability whatsoever for any default, breach, action or omission of any party to that contract. Without prejudice to the

generality of the foregoing, the Platform User agrees that LIMOSS accepts no responsibility or liability:

- 11.1.1 relating to the appointment of Auditors via the Platform;
 - 11.1.2 for defaults of Managing Agents or any other party for the payment of Auditors' fees;
 - 11.1.3 for the accuracy, validity or completeness of any information provided by any DAM System User on the Platform; or
 - 11.1.4 relating to the scores given by Managing Agents to Auditors pursuant to Auditor quality ratings.
- 11.2 LIMOSS gives no guarantees and accepts no responsibility or any liability whatsoever for:
- 11.2.1 any act or omission of Lloyd's (including any access or use of the Platform User Data for Regulatory Oversight purposes);
 - 11.2.2 any act or omission of another DAM System User;
 - 11.2.3 finding Auditor counterparties for Managing Agents; or
 - 11.2.4 avoiding undue, unnecessary or costly delays in exchanging, completing or executing any auditor engagements or any Documents.
- 11.3 Subject to Clause 11.7, LIMOSS shall not be liable for:
- 11.3.1 special, indirect or consequential loss;
 - 11.3.2 loss of profit, goodwill or business (whether as direct or indirect losses);
 - 11.3.3 any loss arising out of the Platform User's delay in use or inability to use the Platform, in whole or in part, whether such loss arises by way of contract, tort (including negligence) or otherwise;
 - 11.3.4 any loss arising from the content of any the Platform User Data, Documents or any other material on the Platform, whether such loss arises by way of contract, tort (including negligence) or otherwise; or
 - 11.3.5 any loss arising from any link to another platform or website, whether in contract, tort (including negligence) or otherwise.
- 11.4 Subject to Clauses 11.1, 11.2, 11.3, 11.5, and 11.7, and without prejudice to Clause 2.4, the maximum aggregate liability of LIMOSS to Platform User (including all its Individual Users and across all agreements that relate to the Platform) in connection with the provision of and use of the Platform, and otherwise in connection with these T&Cs, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in respect of any and all claims not exceed £1,000. This cap applies in the aggregate to Platform User and does not increase based on the number of Individual Users or otherwise.
- 11.5 Subject to Clauses 11.1, 11.2, 11.3, 11.4 and 11.7, and without prejudice to Clause 2.4, the maximum aggregate liability of LIMOSS to all DAM System Users (including Platform User and all its Individual Users) in connection with the provision of and use of the Platform by DAM System Users, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in respect of any and all claims not exceed £100,000. This Clause 11.5 does not operate to increase LIMOSS's liability under Clause 11.4.
- 11.6 The Platform User agrees that the exclusion of LIMOSS liability in this Clause 11 (in particular the cap set out in Clause 11.4 and 11.5) is reasonable in the context of LIMOSS providing the Platform on a free (or not for profit) basis.
- 11.7 Notwithstanding anything else in these T&Cs, LIMOSS does not limit or exclude its liability for:
- 11.7.1 death or personal injury;
 - 11.7.2 fraud or fraudulent misrepresentation; or
 - 11.7.3 any other liability that could not, as a matter of law, be excluded or limited.
- 11.8 The Platform User will ensure that no other party accessing the Platform via the Platform User (including its Individual Users) shall bring any form of claim or demand against LIMOSS or its affiliates or Subcontractors in respect of the performance or non-performance by LIMOSS of these T&Cs. The Platform User shall be fully liable to and indemnify, defend and hold LIMOSS harmless from and

against any losses, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by LIMOSS as a result of any such claim.

- 11.9 The Platform User agrees to indemnify, defend and hold LIMOSS harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by LIMOSS at any time as a result of the Platform User Data provided by the Platform User.

12. TERM AND TERMINATION

- 12.1 These T&Cs shall remain in effect unless terminated earlier in accordance with the provisions of this Clause 12 or otherwise by operation of Laws.

- 12.2 The Platform User may terminate these T&Cs by providing 30 days' notice to LIMOSS.

- 12.3 LIMOSS may terminate these T&Cs:

- 12.3.1 on 90 days' notice;
- 12.3.2 on immediately effective notice if the Platform User or any of its Individual Users does not comply with Clause 4;
- 12.3.3 on immediately effective notice if a contract with a Subcontractor expires or terminates for any reason;
- 12.3.4 on as much notice as is reasonably practicable if termination is recommended or required by Lloyd's or any other regulatory authority; or
- 12.3.5 on 90 days' notice if LIMOSS becomes insolvent or (in LIMOSS discretion) is likely to become insolvent.

- 12.4 These T&Cs will terminate without prior notice where the Platform User ceases to be a Permitted User Type for any reason whatsoever.

- 12.5 LIMOSS may suspend Platform User or any Individual User if LIMOSS reasonably suspects any breach of these T&Cs by Platform User or any of its Individual Users. LIMOSS will seek to minimise such suspension and will reenable access to the Platform as soon as reasonably possible if no breach is found upon review.

- 12.6 LIMOSS may suspend any Individual User where that Individual User cannot be linked to a Platform User that is an identifiable legal entity and/or a Permitted User Type.

13. ANTI-BRIBERY

- 13.1 Each party shall:

- 13.1.1 comply with all Laws and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
- 13.1.2 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Laws and sanctions referred to in Clause 13.1.1, and will enforce them where appropriate; and
- 13.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of these T&Cs.

- 13.2 For the purpose of this Clause 13, 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), section 6(5) and (6) of that Act and section 8 of that Act respectively.

14. FORCE MAJEURE

Neither party shall be responsible for any failure to perform any of its obligations under these T&Cs if such performance is prevented, hindered or delayed by an event due to any cause beyond the reasonable control of the relevant party, such as unavailability of any system including as a result of, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection, war or acts of terrorism.

15. SURVIVAL OF TERMS AND ACCRUED RIGHTS

Termination or expiry of these T&Cs, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of these T&Cs which is expressly or by implication intended to come into effect

on, or to continue in effect after, such termination or expiry including the following Clauses 5, 8, 10, 11.8, 11.9, 15, and 23.

16. SUPPORT AND NOTICES

- 16.1 LIMOSS may provide any notice in relation to these T&Cs or the Platform via the Platform, the DAM Support Page, or to the email address of an Individual User of the Platform User.
- 16.2 Platform User will provide legal notice to LIMOSS in writing at One Lime Street, London EC3M 7HA marked for the attention of "Head of Procurement", with a copy to servicedesk@LIMOSS.London.
- 16.3 Platform User may contact LIMOSS for service and support related queries during at servicedesk@limoss.london or by calling +44 (0) 207 100 5151 during support hours. Further details related to the support services offered by be provided in the support section of the DAM Support Page.

17. SUBCONTRACTORS

LIMOSS will have the right to use subcontractors to perform any part of the operation of the Platform, on the basis that each subcontractor is legally bound by obligations of confidentiality.

18. WAIVER AND CUMULATIVE REMEDIES

- 18.1 No failure or delay by either party to exercise any right or remedy arising under, or in connection with, these T&Cs (collectively, any "action") will act as a waiver, or otherwise prejudice or restrict the rights of that party, in relation to that action or any other contemporaneous or future action.
- 18.2 The rights and remedies arising under, or in connection with, these T&Cs are cumulative and, except where otherwise expressly provided in these T&Cs, do not exclude rights and remedies provided by Laws or otherwise.

19. SEVERANCE

- 19.1 If any of these T&Cs is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these T&Cs.
- 19.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

20. THIRD PARTY RIGHTS

- 20.1 Except as provided for under this Clause 20, a person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these T&Cs. This Clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.
- 20.2 Platform User warrants and undertakes to each DAM System User (including Managing Agents who have signed an MUA) that it will comply with the terms set out in Schedule 1. This clause shall be enforceable by each DAM System User (including Managing Agents under an MUA, or other DAM System Users under these T&Cs).
- 20.3 Terms equivalent to those referred to in Clause 20.2 shall be included in the T&Cs agreed with each DAM Systems User (including MUAs agreed with Managing Agents). Therefore each DAM System User shall have the right to rely on and enforce the terms equivalent to those in Schedule 1.
- 20.4 Enforcement of Clause 20.2 (or the equivalent clause in the MUA) is subject to the following restrictions and qualifications:
 - 20.4.1 before bringing proceedings to seek to enforce rights under these T&Cs and pursuant to Clause 20.2 (or equivalent provisions in the MUA, as the case may be), the enforcing DAM System User shall:
 - (a) notify LIMOSS in advance of its intention to do so (which shall be no less than 30 days or as much notice as is reasonable in the circumstances); and
 - (b) give written notice to LIMOSS and the DAM System User against which it is enforcing, in which the enforcing DAM System User must confirm it has accepted these T&Cs (or equivalent provisions in the MUA, as the case may be) and that it is bound by the restrictions set out in these T&Cs (or equivalent provisions in the MUA, as the case may be) .

20.4.2 Platform User's liability to the relevant DAM System User shall be governed by all of the provisions of these T&Cs.

21. VARIATION

21.1 LIMOSS may make improvements or changes to the Platform from time to time. Any changes or improvements that are material as determined in LIMOSS sole discretion will be notified to the Platform User.

21.2 LIMOSS may revise these T&Cs (including terms or information incorporated by reference in these T&Cs) at any time by posting an update on the DAM Support Page. Continued use of the Platform after such change constitutes Platform User's acceptance of the new T&Cs (or update to the incorporated terms) and they will be binding on Platform User. Platform User should therefore check the DAM Support Page from time to time to review the current version of the T&Cs (and related terms and information). LIMOSS may also require Users to click accept updated terms from time to time before being able to further access the Platform. Disputes arising under these T&Cs will be resolved in accordance with the version of the T&Cs that was in effect at the time the dispute arose. For any material change to these T&Cs LIMOSS will endeavour to provide as much notice as is reasonably practicable prior to the date such change takes effect.

22. MANAGING AGENTS

22.1 This clause only applies if Platform User is a Managing Agent. If Platform User is not a Managing Agent then this clause shall not apply.

22.2 **Fees:** Platform User acknowledges and agrees that with effect from the Transfer Date:

22.2.1 Platform User will be charged for the use of the Platform ("**Fees**");

22.2.2 LIMOSS shall be entitled to take such Fees (and any applicable tax) via STFO as they fall due; and

22.2.3 LIMOSS will send a charges notice to Platform User in advance of the collection of the Fees setting out the specific Fees payable (determined by LIMOSS based on its standard method for allocation of fees in the context of market services).

22.3 **MUA:** If Platform User has signed a market user agreement ("**MUA**") with LIMOSS covering the provision of the Platform, then the MUA, and not these T&Cs, shall apply in relation to Platform Users access and use of the Platform. A Managing Agent who has signed an MUA will not be included as a DAM System User for the purposes of the aggregate cap in clause 11.5.

23. GOVERNING LAW AND JURISDICTION

These T&Cs and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. Each party hereby submits to the exclusive jurisdiction of the courts of England over any dispute arising out of or in connection with these T&Cs.

SCHEDULE 1

PLATFORM USER OBLIGATIONS

1. The Platform User acknowledges and agrees the following:
 - 1.1 where it is able to view the content of a Document or other user data relating to another DAM System User as a result of a failure on the part of the Platform, the confidentiality nature of that Document or other user data is not waived. Where the Platform User receives a Document or other user data that was not intended for the Platform User, the Platform User shall immediately delete such Document or other user data and not review further or act on the content of such Document or other user data. The Platform User will not disclose any information it acquires, learns or that is disclosed to it in relation to the operation and functionality of the Platform, the Software, and the Platform User's operating environment;
 - 1.2 to waive any rights it might otherwise have to claim damages from another DAM System User or to bring or defend an action against another DAM System User relating to a loss or damage suffered by it, whether in contract, tort or otherwise arising from whatever cause (negligence or otherwise) out of or in connection with a contamination of its electronic systems by computer viruses contained in its Documents or any data corruption resulting from such viruses, provided that that other DAM System User has put systems in place to minimise the risk of viruses being transmitted or distributed by it over the Platform, including the use of and regular updating of commercially available virus detection software;
 - 1.3 that any Platform User Data, Documents, or other material including any narrative, warning messages, disclaimers, automated statements on or generated by the Platform during use, details of negotiations, information, data or documents held on the Platform, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible just as any other business records originated and maintained in documentary form; and
 - 1.4 that coordination with DAM System Users for the audit of Coverholders and DCAs may be validly made through the Platform.
2. The Platform User shall not, and shall procure that the Individual Users shall not, use the Platform to do any of the following:
 - 2.1 to submit to the Platform any material which appears to be or is unlawful, offensive, abusive, obscene, indecent, threatening, untrue or defamatory or which is in breach of a right of privacy;
 - 2.2 to infringe the intellectual property rights, breach the confidence, or violate any other legal rights of any person, business, company or organisation, including to post or publish materials on the Platform which belong to another person, business, company or organisation unless with the material owner's consent;
 - 2.3 to commit, encourage or aid the commission of a criminal offence;
 - 2.4 to insert, transmit or distribute data which it knows or ought to have known contains viruses or corrupt data;
 - 2.5 to conduct competitions, surveys or chain letters or insert, transmit or distribute any other unsolicited messages or "spam" type materials;
 - 2.6 to prevent or restrict any other DAM System User from using the Platform; or
 - 2.7 to delete or alter in any way any intellectual property notice (including any copyright or trade mark notice) or other legal notice from the Platform.
3. To the best of the Platform User's knowledge and belief all information provided to LIMOSS shall be correct, honest, complete, accurate and lawful.
4. The Auditor acknowledges and agrees that:
 - 4.1 DAM System Users place reliance on the fee quotes provided by the Auditor on the Platform and the Auditor shall use reasonable endeavours to abide to such fee quotes;
 - 4.2 Managing Agents are required to ensure that Coverholders and DCAs are audited by skilled and experienced practitioners and that their performance on the Platform will be rated by

Managing Agents in accordance with the Auditor quality rating process set out on the Platform;

- 4.3 Managing Agents will be able to see the Auditor's quality rating score on the Platform; and
- 4.4 it will be able to see its own Auditor quality rating score on the Platform, but not the score of other Auditors.