



## TERMS AND CONDITIONS OF USE (as amended 30 November 2019) – Vers NP1.0

### 1. Introduction

1.1 Please read this document carefully as it sets out the Terms and Conditions that apply to the use by your organisation (and all of its subsidiaries and holding companies, and any subsidiaries of such holding companies, as defined under Section 1159 of the Companies Act 2006 (together, the “**Organisation**”)) of the electronic ACORD message exchange service known as “**The Exchange**” and/or a number of foundational services designed to enable market participants to inter-operate reliably and with minimal friction, including Single Sign-On, API Management, Hash, Timestamp, Secure Data Exchange and Portal (the “**Common Services**”). The Exchange and the Common Services shall together be referred to as the “**Services**”. In the event that the Organisation makes use of the Common Services and not The Exchange, these terms shall apply only to the use of the Common Services.

1.2 The Services are provided by London Market Operations and Strategic Sourcing Limited, a company registered in the UK under number 11240955 with its registered office at Lloyd’s, One Lime Street, London EC3M 7HA (“**LIMOSS**”).

1.3 In consideration of the Organisation’s agreement to be bound by these Terms and Conditions, LIMOSS grants and agrees to provide to the Organisation and its Users (as defined below) such rights and services as are detailed in these Terms and Conditions and by using the Services the Organisation is deemed to have agreed to these Terms and Conditions. It is the Organisation’s responsibility to procure that all Users comply with these Terms and Conditions in their use of the Services.

### 2. Effective Date

2.1 These Terms and Conditions shall bind the Organisation starting on the date of its signature as evidenced below (“**Effective Date**”).

### 3. What is The Exchange?

3.1 The Exchange is a hub that provides a message routing service for (re)insurers and brokers and organisations, acting for their own part, that provide services to same, to exchange electronic information. The Exchange supports the exchange of messages in accordance with the relevant ACORD standards as notified to the Organisation by LIMOSS from time to time.

### 4. What are the Common Services?

4.1 **Single Sign-on** – including Single Sign-On, Multi-Factor Authentication. Supports Authentication via OAUTH2. Enables Active Directory federation with Market Participants. Supports a Market Participant Directory. PKI-based on an HSM service to securely store and manage individual and organization keys.

4.2 **API Management** – provides an API Gateway enabling Market Service Providers to publish and secure REST APIs for consumption by Market Participants.

4.3 **Hash** – Java microservice that provides a REST interface to a reference implementation of SHA-256.

4.4 **Timestamp** – Java microservice that provides a REST API enabling market participants to get the Common Services reference time, to timestamp a file and to validate the time and issuer of a supplied timestamped file. Tier 2 NTP Service is used by the Timestamp service.

4.5 **Secure Data Exchange** –for temporary storage of encrypted documents between registered market participants. Available via the service’s Web UI or REST APIs to encrypt and exchange documents between registered market participants.

4.6 **Portal** - Web application to allow small market participants (ie those without their own AD or in-house applications) to manage user accounts, access the Directory and use the Secure Data Exchange.

### 5. Provision of the Services

5.1 The Services have been developed by IBM United Kingdom Limited (“**IBM**”) and are provided as a service under contract to LIMOSS.

5.2 By signing these Terms and Conditions, you acknowledge and agree that IBM owes you no duty of care, whether in tort, contract or otherwise and that you will not attempt to bring any claim directly against IBM in connection with the Services. It is expressly intended and agreed that IBM shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enjoy the benefit of, and enforce, this provision.

5.3 Connection to the Services may be direct or indirect, by permitted users within the Organisation and/or within any third party service provider acting on the Organisation’s behalf (the “**User**”). This document contains information that is required in order to use the Services and sets out LIMOSS’s and the Organisation’s rights and responsibilities in connection with the Services.

5.4 By permitting the Organisation to use the Services, LIMOSS hereby grants the Organisation and its Users a non-exclusive, non-transferable and royalty free licence to use the Services, revocable only in accordance with these Terms and Conditions.

[5.5](#) LIMOSS, in providing the Services, does not act as the Organisation's agent, act as a broker or offer insurance. The Exchange will facilitate communication between: brokers; insurers; reinsurers; and organisations, acting for their own part, that provide services to same. These communications may have legal effect including, but not limited to, entering into contracts of insurance.

[5.6](#) LIMOSS will use its best endeavours to provide the Organisation with three months' written notice of any proposed material changes to or suspension of the Services, unless the proposed change or suspension is required in order to ensure the reliability or continuity of the Services and / or for a reason beyond LIMOSS's reasonable control, in which event the Organisation shall be provided with such period of notice as is reasonable in the circumstances.

[5.7](#) Where reasonably practicable, LIMOSS will consult the Organisation prior to implementing any material change to the functionality of The Exchange, including without limitation changes to ACORD message standards.

[5.8](#) LIMOSS may terminate these Terms and Conditions for any reason upon twelve months' written notice to the Organisation, thereby terminating use of the Services (in whole or part) by the Organisation and its Users. The Organisation may terminate these Terms and Conditions for any reason upon three months' written notice to LIMOSS, thereby terminating use of the Services by it and its Users. Either LIMOSS or the Organisation may terminate these Terms and Conditions forthwith upon written notice to the other in the event of any material breach by that other of any obligation owed under these Terms and Conditions where such breach is not remedied within 15 days of receipt of a notice requiring it to be remedied.

## [6.](#) **Registration**

[6.1](#) In order to connect directly to the Services, the Organisation will be in possession of a private encryption key. The Organisation agrees to keep the private encryption key secret and confidential and to notify LIMOSS promptly upon becoming aware of any actual or suspected loss, theft or unauthorised disclosure of the Organisation's private encryption key.

[6.2](#) Notwithstanding the foregoing, LIMOSS acknowledges that the Organisation can connect to the Services directly, or indirectly or via a third party service provider. In either circumstance, the Organisation shall, or shall procure that such third party service provider shall, keep any private encryption key secret and confidential and shall promptly notify either the Organisation or LIMOSS as appropriate upon becoming aware of any actual or suspected loss, theft or unauthorised disclosure of the private encryption key.

## [7.](#) **Acceptable Use**

[7.1](#) The Organisation shall not, and shall instruct all Users not to, use the Services to:

[7.1.1](#) violate any law or regulation;

[7.1.2](#) 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;

[7.1.3](#) communicate content that is obscene, pornographic, lewd, lascivious or violent;

[7.1.4](#) violate any copyright, patent, trademark, trade secret or other intellectual property rights of others;

[7.1.5](#) obtain or attempt to obtain unauthorised access, such as attempting to circumvent or circumventing any authentication or other security feature of the Services. This includes accessing data not intended for the User, logging into a server or account the User is not authorised to access, or probing the security of the Services;

[7.1.6](#) interfere or attempt to interfere with service of the Services by use of any program, script, command or otherwise. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload the Services or to burden excessively;

[7.1.7](#) introduce viruses, worms, harmful code and/or Trojan horses;

[7.1.8](#) communicate a message with deceptive, absent or forged header or sender identification information;

[7.1.9](#) propagate chain letters and pyramid schemes, whether or not the recipient wished to receive such mailings; and/or

[7.1.10](#) process personal data unless there is a lawful basis for such processing.

[7.2](#) The Organisation will promptly notify LIMOSS in writing upon becoming aware of any event or circumstance concerning the Organisation's or Users' use of the Services, or the content of which, might reasonably be expected to give rise to a claim or demand against LIMOSS.

[7.3](#) The Organisation shall comply, and shall ensure that all Users comply, with any third party terms & conditions relevant to the Common Services. LIMOSS will make available a web page with links to the relevant third party terms. LIMOSS shall notify the Organisation in the event that it becomes aware of a change to the third party terms & conditions that materially affects the Services.

## [8.](#) **Obligations of Organisation**

[8.1](#) It is the Organisation's responsibility to ensure that:

[8.1.1](#) its digital certificate is valid and on expiry a new digital certificate is supplied to LIMOSS;

[8.1.2](#) it notifies LIMOSS of any changes to its details held in The Exchange Market Directory;

- [8.1.3](#) it maintains adequate virus protection software to check all outgoing messages to and incoming message from The Exchange;
- [8.1.4](#) any message sent complies with the latest (or the immediately preceding) ACORD standards as notified by LIMOSS;
- [8.1.5](#) it has notified LIMOSS that the Organisation has a valid trading relationship with the ultimate recipient of any message sent using The Exchange;
- [8.1.6](#) it considers any error message received from The Exchange and promptly takes appropriate remedial action;
- [8.1.7](#) in the case of the Common Services, changes relating to the Organisation's Azure AD capabilities (including any form of synchronisation of user accounts) do not impact access to the Services. For many organisations, the Services depend on such directory configurations and may not function where that capability is removed or is materially altered;
- [8.1.8](#) while responsibility for removing or disabling "leavers" user accounts remains with the Organisation where the Organisations own active directory accounts are used, LIMOSS should be informed without undue delay in order to process removal of those users; and
- [8.1.9](#) for organisations using Common Services who elect to use LIMOSS provided accounts (e.g. those who have no pre-existing user directory in Azure) notification to LIMOSS of leavers is critical in order to remove access to systems and data.

[8.2](#) In the event that the Organisation fails to comply with the above obligations, LIMOSS cannot be held responsible for any resulting failure or delay on the part of the Services.

## [9.](#) **Warranties**

9.1 LIMOSS warrants that:

- [9.1.1](#) it will exercise reasonable skill and care in the provision of the Services;
- [9.1.2](#) provided that the Organisation has complied with its obligations outlined above, The Exchange will route a message received from the Organisation to the ultimate addressee (as identified from the message) in accordance with the instructions received from the Organisation;
- [9.1.3](#) where a message is rejected by The Exchange an error response will be sent to the sender;
- [9.1.4](#) the Services will not corrupt the content of any message; and
- [9.1.5](#) use of the Services by the Organisation and its Users in accordance with these Terms and Conditions will not infringe the intellectual property rights of any third party.

9.2 LIMOSS gives no other warranties in respect of the Services. Any warranties, conditions and terms expressed or implied by statute or common law (including, without limitation, warranties, conditions and terms as to satisfactory quality and fitness for purpose) are to the fullest extent permitted by law hereby excluded.

[9.3](#) The Services do not provide search functionality to discover personally identifiable data within messages, documents or API parameters used within the Services. The Organisation and LIMOSS acknowledge and agree that the Services do not contain the "master copy" of this data.

## [10.](#) **Unintentional Disclosure of Messages and Privilege**

[10.1](#) The Organisation acknowledges that all messages sent by or through The Exchange shall be confidential and/or privileged and agrees that any such privilege and/or quality of confidence shall not be lost, altered or waived merely by reason of a message being sent using The Exchange.

[10.2](#) Where the content of any message is viewable to an Organisation or User as a result of a failure on the part of The Exchange, it is agreed that no confidentiality or privilege in the content of that message is deemed waived merely by reason of such failure. An Organisation or User who is aware that there has been a failure of The Exchange and as a result is able to view the content of a message that would not otherwise be viewable shall immediately make all reasonable efforts to inform the organisation that sent the message (whether it was sent directly or indirectly), and shall promptly inform LIMOSS, that there has been a failure of The Exchange.

[10.3](#) The Organisation agrees that any other organisation authorised by LIMOSS to use The Exchange may for its own benefit and right enforce (subject to and in accordance with these terms and conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999) any provision under this section (Unintentional Disclosure of Messages and Privilege). Notwithstanding the foregoing, these Terms and Conditions may be suspended, cancelled or terminated in accordance with the terms of these Terms and Conditions or otherwise written agreement between LIMOSS and the Organisation without the consent of any such other organisation.

## [11.](#) **Limitation of Liability**

[11.1](#) The maximum aggregate liability of LIMOSS to the Organisation (which shall include all of its Users) in connection with the provision of the Services, whether in tort (including without limitation negligence), for breach of contract, misrepresentation or otherwise, shall be limited to a maximum of £1,000 (One Thousand pounds) for all losses occurring in any one calendar year (and that limit shall be reduced pro rata in respect of any period during the year when the Organisation is not licensed to use The Services).

11.2 Notwithstanding the above, LIMOSS shall not be responsible or liable to the Organisation or User for any:

11.2.1 loss or damage arising from third party claims (with the exception of a third party claim against a broker by an insured or other party on whose behalf the broker is acting, provided that any such claim relates only to loss or damage suffered directly as a result of the broker using The Exchange and only to the extent that The Exchange is the direct cause of such loss or damage. To the extent that LIMOSS accepts liability to the Organisation for such a third party claim, its liability shall be limited to the fullest extent provided by these Terms and Conditions); or

11.2.2 content provided by the Organisation or User or any third parties, including other users of the Services, or for any losses or liabilities that may flow from such content.

11.3 Notwithstanding the above, neither party shall be responsible or liable to the other for any:

11.3.1 loss of profit or goodwill (save that this shall not apply to any charges payable to LIMOSS);

11.3.2 special, indirect or consequential loss or damage; or

11.3.3 loss or damage caused as a result of a virus,

in each case whether directly or indirectly.

11.4 Nothing in these Terms and Conditions will operate to exclude or limit either party's liability for (a) fraud, or (b) death or personal injury caused as a result of negligence.

## 12. **Intellectual Property and Use of Data**

12.1 All intellectual property rights in the Services will be and will remain either LIMOSS's or LIMOSS's licensors' exclusive property. Other than rights expressly granted in these Terms and Conditions, the Organisation has no intellectual property rights whatsoever in the Services. LIMOSS shall have no intellectual property rights whatsoever in any material sent by Users using the Services nor in any material created using such sent material however the Organisation shall hereby grant LIMOSS or any LIMOSS licensor, which is necessary to the provision of the Services, a non-exclusive, non-transferrable, royalty free licence to use the material sent as is reasonably required for the provision of the Services. Such licence shall end upon expiry or earlier termination of these Terms and Conditions.

12.2 Subject to the foregoing licence, LIMOSS will not use any Organisation data for any reason whatsoever save as necessary for the provision of the Services.

## 13. **Data Protection**

13.1 LIMOSS shall provide the Services in accordance with the terms of the Data Processing Schedule.

13.2 The parties shall each comply with their responsibilities in the Data Processing Schedule.

## 14. **Confidentiality**

14.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of or relating to the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of or in connection with the Services and which relates to the business of the other party ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights provided that this clause shall not apply to Confidential Information:

14.1.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained in connection with the Services; or

14.1.2 which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

14.1.3 which comes into the public domain otherwise than through the default or negligence of the receiving party; or

14.1.4 which the receiving party is required to disclose pursuant to any applicable laws or the order of any competent court or other regulatory authority.

14.2 Each of the parties shall ensure that its directors, officers, employees, agents and contractors who have, or may have, access to the Confidential Information are bound by an undertaking of confidentiality in substantially the same terms as the provisions of this clause.

14.3 The provisions of this clause shall continue in force notwithstanding termination or expiry of the contract.

14.4 Each party acknowledges that damages alone may not be an adequate remedy in the event of breach by the other party of the provisions of this clause.

## 15. **Regulatory Audit**

15.1 Where required by a regulator of the Organisation, including Lloyd's, LIMOSS shall, grant such regulator access to any premises, personnel, relevant records and systems used by LIMOSS or its subcontractors in the provision of the Services. LIMOSS shall co-operate with such regulator's reasonable requests. In the event that LIMOSS's compliance with this provision results in cost to LIMOSS it shall notify the Organisation in advance and such costs shall be at the Organisation's expense.

## 16. **Dispute Resolution**

16.1 The parties are committed to resolving all disputes arising under it without the need for litigation and to allow as far as possible for commercial relationship between them to remain unaffected by disputes. Therefore the parties:

16.1.1 will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the parties who have authority to settle the same;

16.1.2 will attempt in good faith, if the matter is not resolved through negotiation within 15 days of the dispute arising to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the parties or, if they are unable to agree as appointed by the Centre for Dispute Resolution upon the request of one of the parties; or

16.1.3 if the matter has not been resolved by mediation or if either Party refuses to participate in a mediation procedure, either of the parties may refer the dispute to the Courts of England and Wales.

## 17. **General**

17.1 LIMOSS may amend these Terms and Conditions from time to time by notice to the Organisation sixty (60) days in advance of the effective date of the amendment. The Organisation hereby acknowledges that any use of the Services after sixty (60) days following LIMOSS notification of any proposed amendment will be deemed to indicate the Organisation's acceptance of them. If the Organisation does not agree with the amendment it will notify LIMOSS prior to the date upon which the amended Terms and Conditions come into force. If LIMOSS and the Organisation are unable to agree any amendment within thirty (30) days of the Organisation's notification LIMOSS may upon giving three (3) months' written notice terminate use of the Services by the Organisation.

17.2 The Organisation may not assign or transfer its rights or obligations under these Terms and Conditions without the prior written consent of LIMOSS, such consent shall not be unreasonably withheld or delayed.

17.3 These Terms and Conditions and the documents referred to herein constitute the entire agreement between the Organisation and LIMOSS relating to the Services and supersede and extinguish any prior agreement, whether oral or written, express or implied between the Organisation and LIMOSS.

17.4 If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question will not be affected.

17.5 Except where expressly provided by these Terms and Conditions, including to a regulator for the purpose of carrying out a regulatory audit, a person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of these Terms and Conditions.

17.6 The Services are not provided by Lloyd's, the Lloyd's Market Association, the International Underwriting Association of London, nor by the London and International Insurance Brokers' Association (together the "Market Associations") and, as a result, the Market Associations are not responsible, and shall not be liable to you, for any aspect of the Services. By agreeing to these Terms and Conditions, you acknowledge and agree that the Services are provided by LIMOSS and, any recourse lies solely against LIMOSS, in accordance with these Terms and Conditions. It is expressly intended and agreed that the Market Associations shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enjoy the benefit of, and enforce, this provision.

17.7 These Terms and Conditions and all matters arising from or in connection with them (whether contractual or non-contractual) will be governed and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## DATA PROTECTION SCHEDULE

### 1. DATA PROTECTION

- 1.1 Within this Data Protection Schedule, "Data Protection Legislation" means up to and including 24 May 2018, the Data Protection Act 1998 and Directive 95/46/EC as implemented in applicable national legislation in member states, and on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 ("the GDPR") and any other applicable laws relating to the processing of personal data and privacy, including without limitation data protection laws in the UK post any exit by the UK from the European Union, "Data Protection Requirements" means the Data Protection Legislation and where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant regulator in relation to such laws, and "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".
- 1.2 Each party will comply with the Data Protection Requirements in connection with the performance of and receipt of the Services.
- 1.3 For the purpose of these Terms and Conditions, the Organisation shall be the Data Controller, and the parties hereby acknowledge that LIMOSS will be acting as Data Processor in respect of the data Processing activities in relation to the Organisation Personal Data that LIMOSS carries out under these Terms and Conditions.
- 1.4 LIMOSS is authorised by the Organisation to act as Data Processor in connection with the Processing activities described in paragraph 1.7, and in doing so shall:
- 1.4.1 not Process, transfer, modify, amend or alter the Organisation Personal Data other than in accordance with the Organisation's documented instructions, including in respect of the description of Personal Data set out in Appendix A, unless otherwise required by a law to which LIMOSS (or IBM as an authorised Subprocessor) is subject, provided that in such a case, LIMOSS shall inform the Organisation of that legal requirement before Processing (save where that law prohibits such information on important grounds of public interest). For the purpose of this sub-paragraph, the Organisation hereby instructs LIMOSS and IBM to process the Organisation Personal Data in such a manner as is reasonably necessary to perform its obligations and exercise its rights under these Terms and Conditions or as is required by any laws;
  - 1.4.2 implement appropriate technical and organisational measures taking into account Article 32 of the GDPR in order to protect any Personal Data provided by the Organisation to LIMOSS against unauthorised or unlawful Processing or accidental loss, destruction, alteration and unauthorised disclosure to ensure a level of security commensurate with the risks associated with the Processing;
  - 1.4.3 ensure that its personnel who are permitted by LIMOSS or IBM to access to the Personal Data controlled by the Organisation are subject to appropriate confidentiality obligations or undertakings;
  - 1.4.4 on expiry or termination of these Terms and Conditions, save where such Organisation Personal Data is required for legal or regulatory purpose or for audit or investigation, promptly and in any event within 90 calendar days of the date of cessation of any Services involving the Processing of the Organisation Personal Data (the "Cessation Date"), delete and procure the deletion of such the Organisation Personal Data, LIMOSS (and IBM as an authorised Subprocessor) may retain the Organisation Personal Data to the extent required by any applicable laws;
  - 1.4.5 from and including 25 May 2018, notify (or procure that IBM as an authorised Subprocessor promptly notifies) the Organisation without undue delay upon and in any event within 48 hours of becoming aware of a Personal Data Breach, providing sufficient information to assist the Organisation with meeting any of its obligations to report a Personal Data Breach under the Data Protection Legislation if and to the extent LIMOSS is in possession of such information. For clarity, such notification will not be construed as an acknowledgement by LIMOSS of any fault or liability with respect to the Personal Data Breach. LIMOSS shall remedy the Personal Data Breach to the extent possible, take all reasonable steps to reduce the impact of the Personal Data Breach and reasonably cooperate with the Organisation in relation to any investigation in connection with any such breach.;
  - 1.4.6 assist the relevant Organisation in meeting its obligations as Data Controller in relation to Articles 35 and 36 of the GDPR taking into account the nature of Processing and information available to LIMOSS by providing standardised privacy and security summary documentation related to the Services, and responding to reasonable queries from the Organisation in the event that a new technology is introduced or a high risk Processing activity is to be undertaken in connection with the Agreement (to the extent that the Organisation does not have such access to such information itself);
  - 1.4.7 taking into account the nature of the Processing and insofar as this is possible as part of the functionality of the Services, assist (or procure the assistance from IBM as an authorised Subprocessor) the Organisation to respond to requests for exercising any data subject rights laid down in Chapter III of the GDPR to enable the Organisation to comply with its obligations as a Data Controller, including by notifying the Organisation without undue delay (and in any event within three Business Days) if it receives a request from a Data Subject relating to the Organisation Personal Data directly;

- 1.4.8 LIMOSS shall make available to the Organisation such information (or procure the provision of such information from IBM as an authorised Subprocessor) as is strictly required to provide assurance that LIMOSS is in compliance with the obligations set out in Article 28 of the GDPR and (as applicable) allow for and contribute to any audit or review exercise conducted by an independent auditor mandated by the Organisation, provided always that (i) the Organisation provides reasonable advance notice of its requirement for further information, audit or review; (ii) the duration of any audit or review exercise is reasonable; and (iii) LIMOSS shall not be obliged to provide or permit access to information concerning: (a) LIMOSS's internal pricing information; or (b) information relating to other clients of LIMOSS (save where mandated or required by a supervisory data protection authority). LIMOSS will (or will procure that IBM as authorised Subprocessor will) immediately inform the Organisation if, in its opinion, an instruction provided by the Organisation pursuant to these Terms and Conditions infringes the GDPR or other EU or Member State data protection provisions (provided that this shall not require LIMOSS to carry out a legal review);
- 1.4.9 will not transfer Personal Data outside the European Economic Area other than in accordance with Article 46 to 49 of the GDPR. For this purpose, the Organisation hereby instructs LIMOSS (and IBM as an authorised Subprocessor) to transfer the Organisation Personal Data to any countries outside the European Economic Area if and to the extent, and in such a manner, necessary for the performance of the Services, and by agreeing to these Terms and Conditions, the Organisation is entering into the 2010 Model Clauses in respect of the processing of Personal Data outside the EEA and for the purposes of the 2010 Model Clauses, Appendixes A and B are set out below or in each case, provided that:
- (a) LIMOSS enters into the standard contractual paragraphs for the transfer of personal data to processors (as approved by the European Commission Decision of 5 February 2010) on behalf of the Organisation and acts in the capacity as a data exporter in that regard); or
  - (b) pursuant to an international transfer mechanism approved by the Data Protection Legislation, including certification under the privacy shield framework;
- 1.5 The Organisation specifically authorises IBM as an appointed processor in connection with the Organisation Personal Data.
- 1.6 The Organisation generally authorises LIMOSS to appoint (and authorises each Subprocessor to appoint) a subcontractor in connection with the Services which may involve the processing of the Organisation Personal Data ("Subprocessor") provided that:
- 1.6.1 LIMOSS shall inform the Organisation as soon as reasonably practicable of any intended changes concerning the addition or replacement of such Subprocessors. If, within 14 calendar days of receipt of that notice, the Organisation notifies LIMOSS in writing of any objections (on reasonable grounds) to the proposed appointment, the parties will endeavour to agree (acting reasonably) the commercially reasonable steps to be taken to ensure that the Subprocessor in question is compliant with Article 28(4) of the GDPR. Where the Organisation considers, acting reasonably, that the risks involved with the subprocessing are still unacceptable in the context of Article 28(4) within 14 calendar days following the proposal in relation to the appropriate steps, the Organisation shall be entitled to terminate its contract for Services with LIMOSS under these Terms and Conditions on not less than 30 days' notice in writing. For clarity, this shall be the Organisation's sole and exclusive remedy thereto; and
- 1.6.2 ensure that the arrangement between LIMOSS and the relevant Subprocessor is governed by a written contract including terms which offer no less protection for the Organisation Personal Data than those set out in these Terms and Conditions.
- 1.7 LIMOSS shall remain fully liable for all acts or omissions of any Subprocessor appointed in relation to the performance of the Services.
- 1.8 LIMOSS shall carry out appropriate due diligence on proposed Subprocessors, including in relation to information security.
- 1.9 The subject matter and the purpose of Processing under these Terms and Conditions is the provision of Services set out herein and such Processing may take place for the duration of the period during which such Services are provided. The nature of the Processing shall be those Processing operations that are necessary to enable LIMOSS to provide the Services. This Processing shall be in relation to the Organisation's staff, Brokers, Individual Users, Insurers, LMG Members, Managing Agents, Market Users, Members, and relevant Third Parties, individual insureds and such other Data Subjects referred to herein and may include, without limitation, names, contact details, identity information, as well as health and financial information. The obligations and rights of the Organisation as Data Controller are as set out in this paragraph and elsewhere in these Terms and Conditions. The Parties may make reasonable amendments to these details from time to time as reasonably considered necessary to meet the requirements of Article 28(3) of the GDPR.
- 1.10 The Organisation shall ensure that it has the necessary consents and permissions, including where appropriate from Data Subjects, to enable LIMOSS and IBM to Process the Organisation Personal Data as required to enable LIMOSS to perform their obligations under these Terms and Conditions and the Licence Agreement (as applicable).

**Appendix A**

<b>Data exporter (please specify briefly your activities relevant to the transfer):</b>
The Data Exporter is the Organisation.
<b>Data Importer (please specify briefly your activities relevant to the transfer):</b>
The Data Importer is LIMOSS and its Subprocessors, which include Microsoft, IBM United Kingdom Limited and its group companies in Costa Rica, Singapore, Brazil, Australia, India and the United States, such group companies' access being solely for providing support and maintenance.
<b>Data subjects</b>
The personal data transferred may concern the following categories of data subjects: Policyholders or beneficiaries under insurance policies and data relating to the employees of insurance carriers and other insurance market participants.
<b>Categories of data</b>
The personal data transferred may concern the following categories of data: Names, addresses, dates of birth of policyholders or beneficiaries under insurance policies, together with details such as occupation, salary, employer, previous employer, former addresses and any other information relevant to cover under the policy including data relating to claims history. Employee data of insurance carriers and market participants may include names, professional email addresses and jobs titles.
<b>Special categories of data (if appropriate)</b>
The personal data transferred may concern the following special categories of data: Sensitive personal data relating to medical history, financial status or criminal records may be included.
<b>Processing operations</b>
The personal data transferred will be subject to the following basic processing activities (please specify): The provision of the Exchange and the Common Services as described above.

## Appendix B

This Appendix B forms part of the Clauses.

Description of the technical and organisational security measures implemented by the Data Importer in accordance with Clause 4.4 and Clause 5.3 (or documents/legislation attached):

The Data Importer shall at all times comply with the following policies and procedures in the processing of any personal data for which the Data Exporter is a data controller:

1. appropriate measures to protect servers and data traffic, e.g. levels of encryptions; whether servers holding sensitive personal data are isolated; appropriate security on external routes into the organisation (e.g. Internet firewalls and secure dial-in facilities);
2. secure physical storage and management of non-electronic data;
3. physical measures to protect access to locations where data is stored, e.g. physical security of premises, password protected computer systems and secure IDs;
4. restricted access to data and taking reasonable steps to ensure the reliability of employees who have access to data, training for staff in security procedures and data handling;
5. the relevant provisions of these Terms and Conditions of Use in relation to security, record keeping, confidentiality and data protection; secure access.

**Sign off**

I am an authorised representative of the Organisation and confirm for and on behalf of the Organisation that the Organisation hereby agrees to be bound by these Terms and Conditions of Use.

<b>Sign Off</b>	
Organisation (legal entity name):	
Organisation Number (registered company number):	
Organisation Address (registered address):	
Signature:	
Name:	
Position:	
Date:	