

## myBeazley

### myBeazley – Terms and conditions of use

Please read these terms and conditions of use (the "Terms") carefully before using our website (the "Site(s)"). By using one or more of the Sites, you agree to be bound by the Terms. Your continued use of the Sites is deemed acceptance of these terms. If you are a broker you must have a valid, signed terms of business agreement (TOBA) with Beazley and the terms and conditions set out in the TOBA shall take priority over any conflicting terms in this Agreement.

#### **1. Parties and purpose of the agreement**

We Beazley provide MyBeazley to you to use as a producer of insurance business to us.

#### **2. Changes in terms**

We may change the Terms from time to time, with notice given to those completing a registration process ("registered users"). Your continued use of the site after any changes constitutes your acceptance of the new terms. If you do not agree to abide by the Terms or any future terms, should not use the Sites nor download materials from them.

#### **3. Changes in site(s)**

We will use reasonable efforts to maintain the availability and speed of the Site, but will not be liable if for any reason the Sites are unavailable in whole, or in part, at any time, or for any period. We may:

- i. terminate, modify or otherwise change any registered user's Site access for breach of the Terms;
- ii. supplement or make changes to its user access or security procedures with notice to registered users.

#### **4. Privacy policy**

Beazley regards the lawful and correct treatment of personal information as important and is committed to safeguarding the privacy of visitors to the website. Our privacy policy explains how your information may be lawfully and correctly treated by our staff. For the purposes of the Data Protection Act 1998 (the Act), Beazley is a data controller. Our full Privacy Statement is available to view online.

The Privacy Policy does not apply to Third Party Sites.

#### **5. Proprietary rights**

The following terms apply to all activity on the Sites:

- i. Confidentiality. The following restrictions apply to use of material on the Sites:
  - a. if any information including, but not limited to, rating and wordings, is marked "proprietary", "confidential", or with words of like import, you will hold such information in confidence, use it exclusively in connection with the activities for

- which you are authorised on the Sites and not publish, or otherwise disclose it, to others;
- b. if any information contains restrictions on use or disclosure, you will comply with the restrictions; and
  - c. you will keep all restrictive language intact in all copies.
- ii. Copyrights. We reserve all the rights provided by copyright law in the content that is provided on the Sites, including, but not limited to, design, text, software, technical drawings, configurations, graphics, other files, and their coordination, selection and arrangement. You may not prepare derivative works based upon such content, nor may such content be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form, or by any means, in whole, or in part, without prior written permission of the copyright owner. You may print off one copy, download extracts from our page(s) from our Sites for your own personal reference and draw material on the Sites to the attention of others within your organisation. The status of Beazley (and that of any identified contributors) as the authors of material on the Sites must always be acknowledged. No such activity may be competitive with, derogatory to, Beazley, its service providers, affiliates or business partners. All copyright or other proprietary notices must be kept intact. You may not distribute any of the content of any of the Sites to any other person unless that person accepts all obligations under these Terms. Any copyright-owner consent may be revoked at any time. Such consent does not include consent to republish site information on any other internet, intranet, or extranet site, or to incorporate the information in any other database or compilation, unless expressly given in writing. Any other use of the content of this Site is strictly prohibited. You further agree not to extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Site, including, but not limited to, personally identifiable information of any other user of the Sites, or the names of customers of Beazley, its affiliates, services providers or business partners.
- iii. Trademarks. No trademark, service mark, certification mark, collective mark or trade dress (collectively "trademarks") may be copied, imitated or used, in whole, or in part, without prior written permission of the owner of the relevant trademark. All page headers, custom graphics and button icons may be trademarks owned by Beazley, its service providers, affiliates or business partners which may not be copied, imitated, or used, in whole, or in part, without the relevant owner's prior written permission. No rights to use any trademarks are granted under these terms. Certain company names and products mentioned on the Sites may be claimed as trademarks by their respective owners, who might not be affiliated with Beazley, its service providers, affiliates or business partners.
- iv. Patents. Some products and processes used on the Sites may be covered by, or may be subject to, one or more patents and are subject to other trade secret and proprietary rights of Beazley, service providers, affiliates and business partners reserve all such rights. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of the products or processes on the Sites.
- v. Software. Any software, including any files, images generated by the software, code and data accompanying the software (collectively, "software"), used or accessible through the Sites, may be used by you solely for accessing and using the Sites for purposes expressly stated on the Sites, or in an applicable written document, provided that such uses are not competitive with, or derogatory to, Beazley, its service providers, affiliates or business partners. Beazley and its service providers, affiliates and business partners retain full and complete title to all intellectual property rights they may own in the software. You agree not to copy, distribute, sell, modify,

decompile, reverse engineer, disassemble or create derivative works based upon any software.

- vi. Licence. Except as otherwise provided in our privacy policy, in supplemental terms of use posted on a Site, or in a separate contract, you agree that any communications you transmit to anyone through the Site, or copyrighted works you post on the Sites, including, without limitation, questions, comments, ideas, plans, notes, drawings, configurations, purchase orders, quotes, performance data, account information, or other material, data or information (collectively, "information"), need not be handled as confidential by Beazley or its service providers, affiliates or business partners. You further agree that upon transmission of such information to Beazley or its service providers, affiliates or business partners via email, or other means you grant to Beazley and its service providers, affiliates and business partners an irrevocable, non-exclusive, royalty-free, sub-licensable, worldwide licence (including, but not limited, to a copyright licence) to prepare derivative works, use, reproduce, display, publicly perform, transmit and distribute such information and derivative works thereof for any purpose.
- vii. Use. You shall not use the Sites or any information obtained from them for any purpose other than in accordance with these Terms.

## **6. User conduct security**

In using any of the Sites, you agree not to:

- i. Disrupt or interfere with the security of, or otherwise abuse, the Sites or any services, system resources, accounts, servers or networks connected to, or accessible through, the Sites or affiliated or linked websites;
- ii. Disrupt or interfere with any other user's enjoyment of the Sites or affiliated or linked websites;
- iii. Upload, post, or otherwise transmit through, or on, any Sites any viruses or other harmful, disruptive, malicious or destructive files;
- iv. Use, or attempt to use another's account, service or system without authorisation or create or use a false identity on any Sites;
- v. Transmit through, or on, any Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- vi. Attempt to obtain unauthorised access to any Site, or portions of any Site, that are restricted from general access ("limited access areas"), the server on which any Site is stored, or any server computer or database connected to any Site;
- vii. Grant access to, or use of, any limited access areas of any Sites to any third party without Beazley's prior consent; or
- viii. Use the user name or password of any other person at any time.
- ix. You also agree to keep any user name, password, or any other piece of information as part of Beazley security procedures issued to you, confidential and safe from disclosure to third parties, and to be responsible for all actions and communications undertaken or transmitted under your account. Beazley has the right to disable any user identification name, code or password at any time if, in Beazley's opinion, you have failed to comply with any of the provisions of these Terms.

You shall take full responsibility for Access Codes (as defined below) provided by Beazley. You shall immediately notify Beazley in the event of any loss, theft, or unauthorised disclosure or use of any of Beazley's Access Codes or if you have reason to believe that its access to Beazley's Sites is no longer secure for any reason. "Access Codes" means the codes, including, without limitation, account codes, passwords, user identifications or such other means, to control or permit access provided to you by Beazley to these Sites

## **7. Links and third party content**

- i. Links to other websites. The Sites may from time to time contain links to other websites or other internet information sources ("third party sources"). These links are provided as a convenience for your information only, and do not constitute an approval, endorsement, sponsorship or recommendation by Beazley of, or responsibility for, the third parties or the linked third party sources or any content, services or products available on or through such third party sources.
- ii. Links from other websites. All links to any site must be approved in writing by Beazley, except that Beazley consents to links in which: (i) the link, when activated by a user, displays this page full-screen in a fully operable and navigable browser window and not within a "frame" on the linked website; (ii) the appearance, position and other aspects of the link neither create the false appearance that an entity, or its activities or products, are associated with or sponsored by Beazley, its service providers, affiliates or business partners nor be such as to damage or dilute the goodwill associated, with the name and trademarks of Beazley or its service providers, affiliates or business partners. Beazley reserves the right to revoke this consent to link at any time in its sole discretion. You must not establish a link from any website not owned by you.
- iii. Third party content. Any Site may contain material, data or information provided, posted or offered by third parties, including, but not limited to, advertisements and postings in online community discussions. You agree that neither Beazley, nor its service providers, affiliates or business partners shall have any liability whatsoever to you for any such third party material, data or information.

## **8. Disclaimers**

Unless Beazley or one of its service providers, affiliates or business partners agrees otherwise in a separate addendum to these terms of use, the following terms apply to all activity on the Sites:

- i. These Sites, their content and the availability of listed parts and services are provided on an "as is" and "as available" basis. No warranties, guarantees or conditions as to its accuracy are provided. You expressly agree that use of all Sites and/or their content is at your sole risk.
- ii. To the fullest extent permissible pursuant to applicable law, Beazley and its service providers, affiliates and business partners disclaim all warranties of any kind, whether express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose and non-infringement. You expressly agree that use of any Site will not increase Beazley's liability beyond the limits of any contract under which access has been granted. You understand and agree that Beazley is not responsible for any damage to your business, your computer system, loss of data or misdeliveries that may result from use of the Site or download of any content, data and/or software from the Sites. Beazley assumes no responsibility for and makes no warranty or representation as to the accuracy, currency, completeness, reliability, compatibility or usefulness of content or products distributed or made available through

- the Sites. Beazley and its service providers, affiliates and business partners do not make any warranty that any Site or its content will meet your requirements, will be uninterrupted, timely, secure, or error-free or that defects, if any, will be corrected.
- iii. No advice or information, whether oral or written, obtained by you through the Sites shall create any warranty not expressly stated in an applicable written contract.
  - iv. Although data, quotes, status reports, technical drawings, configurations and catalogue listings on the Sites are believed to be accurate, you should independently evaluate the accuracy of the information and the usefulness to your particular needs of any product or service. Specifications for products and services are subject to change without notice and Beazley, its service providers, affiliates and business partners reserve the right to make changes, without notice, to processing, materials, or configuration.

## **9. Limitation of liability**

Under no circumstances, including, without limitation, negligence, shall Beazley, its affiliates, service providers, business partners, vendors, or suppliers be liable for any claim by any party for direct, indirect, incidental, special or consequential damages arising from, or in connection, with the use of, or the inability to use, any Site or any content contained on any Site, or resulting from unauthorised access to, or alteration of, your transmissions or data, or other information that is sent or received, or not sent or received, including, but not limited to, damages for loss of profits, use, data or other intangibles, even if advised of the possibility of such damages. The provisions of sections 8 and 9 of this agreement shall also apply to protect the parents and subsidiaries of Beazley, its affiliates, service providers, business partners, vendors and suppliers, the officers, directors, employees and agents of each of them, who are third party beneficiaries of this agreement for this purpose, and shall apply to the fullest extent permitted by applicable law.

Beazley will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material, due to your use of any Site, or to your downloading of any material posted on it, or on any website linked to it. This clause does not affect the liability of any party for death or personal injury arising as a result of negligence, nor for any party's liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under law. You shall, on demand, indemnify Beazley, its directors, officers and shareholders, employees, agents and contractors against any and all losses, costs or expenses incurred by Beazley arising out of any claim made against Beazley by any third party arising from your use of the Sites.

## **10. General**

- i. These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
- ii. Enforceability. These Terms are not intended to alter the terms or conditions of any other agreement you may have with Beazley, its service providers, affiliates or business partners to the extent that those agreements govern issues other than your use of any of these Sites, nor any agreements that they may have with one another. Should any provision in these terms be found invalid or unenforceable for any reason, that provision shall be deemed severable from the Terms and shall not affect the validity or enforceability of the remaining provisions.
- iii. Nothing in this agreement shall be construed as constituting
  - a. a partnership between the parties or,
  - b. either party as the agent of the other

whatsoever unless expressly set out in these terms. A person who is not party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms, but this clause does not affect a right or remedy of a third party which exists or is available apart from that act.

Signed: .....

Broker Company Name: .....

Broker Address: .....

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Name of Signatory: .....

Position of Signatory: .....

Date of Signature: .....

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