

## LLOYD'S DIGITAL MARKET TERMS OF USE

**IMPORTANT: THESE TERMS OF USE ("Terms") APPLY TO THE LLOYD'S VIRTUAL ROOM PLATFORM AVAILABLE VIA [www.lloydsdigitalmarket.com](http://www.lloydsdigitalmarket.com) ("Lloyd's Digital Market"). YOU WILL BE ASKED TO READ AND ACCEPT THESE TERMS FOR AN ON BEHALF OF YOUR FIRM ("Market User") BEFORE ACCESSING THE LLOYD'S DIGITAL MARKET. THESE TERMS ARE ISSUED BY THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE NAME OF LLOYD'S.**

### 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in these Terms:

**"Annual Subscriber"** means a person who is registered in the register of annual subscribers maintained under the Annual Subscribers Byelaw (No.15 of 2000);

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**"Control"** or **"Controlled"** means, in relation to a legal entity, the ability to direct the affairs of that entity, whether by virtue of contract, ownership of shares or otherwise howsoever;

**"Data Controller"** has the meaning given to that term in the Data Protection Laws;

**"Data Processor"** has the meaning given to that term in the Data Protection Laws;

**"Data Protection Laws"** means the laws governing the protection of personal data in the United Kingdom from time to time, including as applicable the Data Protection Act 2018, 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 (General Data Protection Regulation) 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 or data protection authority from time to time;

**"Individual User"** means an individual employed, engaged or contracted by the Market User who is an Annual Subscriber and who is permitted to access and use the Lloyd's Digital Market on behalf of the Market User;

**"Laws"** means any applicable law, statute, bye law, regulation, order, requirements, 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 Broker"** shall have the meaning set out in Lloyd's Definitions Byelaw (No. 7 of 2005);

**"Lloyd's Digital Market Privacy Notice"** means the privacy notice displayed on [www.lloydsdigitalmarket.com](http://www.lloydsdigitalmarket.com);

**"Lloyd's Group"** means any entity or person which Controls, is Controlled by or is under common Control with Lloyd's;

**"Managing Agent"** shall have the meaning set out in the Lloyd's Definitions Byelaw (No. 7 of 2005);

**"Market User Data"** means all data and other information that the Market User (or one of its

Individual Users on its behalf) inputs, uploads, links to or otherwise provides or makes available using the Lloyd's Digital Market, together with any and all information and data relating to or indicating the Market User's (or one of its Individual Users on its behalf) use of the Lloyd's Digital Market;

**"Market User Personal Data"** means any Personal Data comprised in the Market User Data;

**"Personal Data"** has the meaning given to that term in the Data Protection Laws;

**"Personal Data Breach"** has the meaning given to that term in the Data Protection Laws;

**"Permitted Purpose"** means the facilitation of communication between Individual Users and Market Users for the sole purposes of: determining availability; scheduling meetings (including through the calendar integration functionality); and holding meetings via voice and video call, as further described in clause 3.2(i);

**"Process"** or **"Processing"** has the meaning given to that term in the Data Protection Laws; **"Sanctions List"** and **"Designated Person"** means: (a) a person or entity that is included on any of the following lists of persons and entities subject to financial sanctions or any other equivalent list maintained by any of the United Kingdom and/or the European Union: (i) the Consolidated list of financial sanctions targets in the UK; (ii) the Consolidated list of persons, groups and entities subject to EU financial sanctions; and/or (b) a person or entity that is designated on any asset freeze lists maintained by the United Nations Security Council; (c) a person or entity that is designated on any of the following lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"): Specially Designated National and Blocked Person (SDN) or Foreign Sanctions Evader (FSE) lists; (d) a person or entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List); (e) a person or entity that is owned or controlled by (including by virtue of such person being a director or owning voting shares or interests), or acting for or on behalf of, any person or entity identified in any of paragraphs (a) to (d) above;

**"Standard Contractual Clauses"** means, as the context requires: (i) the Standard Contractual Clauses (processors) set out in Decision 2010/87/EC ("Processor SCCs"); and/or (ii) the Standard Contractual Clauses (controllers) set out in Decision 2004/915/EC ("Controller SCCs") with option (iii) of section II(h) being selected and the initials of the Data Importer deemed inserted; and/or (iii) any standard contractual clauses for the purposes of transfers from Processors to Controller or from Processor to Processor as may be implemented by a decision of the European Commission or of a competent authority from time to time, in each case including their appendices and in each case as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

**"Subprocessor"** means a subcontractor who has been authorised to Process Market User Personal Data in connection with use of the Lloyd's Digital Market and/or any Third Party Software;

**"Term"** means the period between the acceptance of these Terms by an Individual User for and on behalf of the Market User and the date on which these Terms are terminated in accordance with clause 12;

**"Third Party Software"** means any software incorporated into the Lloyd's Digital Market, which is owned by a third party and licensed by Lloyd's for use as part of the Lloyd's Digital Market;

**"Third Party Software Provider"** means the owner of any Third Party Software;

**"Third Party Software Terms"** has the meaning given to it in clause 3.9.

1.2 In these Terms (unless the context requires otherwise):

- (i) the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
- (ii) reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
- (iii) the headings are all for reference only and shall be ignored when construing these Terms;
- (iv) references to a clause or schedule are references to the clauses or schedules of, or to, these Terms;
- (v) reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same; and
- (vi) if there is any conflict, ambiguity or inconsistency between the clauses and the schedules, the clauses will prevail.

## **2. LLOYD'S DIGITAL MARKET ACCESS**

- 2.1 These Terms shall bind the Market User for the duration of the Term. For the avoidance of doubt, any subsequent acceptance or rejection of these Terms by any other Individual User shall not affect the validity, enforceability or Term of these Terms, which shall remain in force until terminated in accordance with clause 12.
- 2.2 After acceptance of the Terms for and on behalf of the Market User, Lloyd's will make the Lloyd's Digital Market available to the Market User and its Individual Users, in accordance with these Terms.
- 2.3 Individual Users shall, once provided with appropriate login and password details pursuant to clause 2.2, be entitled to access and use the Lloyd's Digital Market for the Permitted Purpose.
- 2.4 Lloyd's will make the Lloyd's Digital Market available on an "as is" basis. Except as expressly set out in these Terms, all other warranties and conditions of Lloyd's, whether express or implied, are excluded. In particular, and without limit, Lloyd's make no warranties of error free or uninterrupted use with respect to the Lloyd's Digital Market or associated services provided by Lloyd's. Market User acknowledges that its use of the Lloyd's Digital Market may be interrupted due to faults in its or another Market User's own system.

## **3. MARKET USER'S OBLIGATIONS AND ACCEPTABLE USE**

- 3.1 Market User shall not, and shall procure that its Individual Users shall not, use the Lloyd's Digital Market nor store, distribute or transmit any material through, via or from the Lloyd's Digital Market in a way that could reasonably be determined to:
  - (i) violate any Laws, including competition laws;
  - (ii) commit a tortious or otherwise wrongful act, including, the communication of libellous, defamatory, scandalous, unlawful, threatening, harassing, or private information (without consent) or communicating content that is likely to cause emotional distress;
  - (iii) communicate content that is obscene, pornographic, lewd, lascivious or violent;

- (iv) communicate falsehoods, misrepresentations, misleading statements, or constitute impersonation;
- (v) violate or otherwise infringe any copyright, patent, trademark, trade secret or other intellectual property rights of others;
- (vi) provide, make available to, or permit individuals other than its Individual Users to use or access the Lloyd's Digital Market;
- (vii) obtain or attempt to obtain unauthorised access, such as attempting to circumvent or circumventing any authentication or other security feature of the Lloyd's Digital Market. This includes accessing data not intended for Market User or any of its Individual Users, logging into a server or account Market User or any of its Individual Users is not authorised to access, or probing the security of the Lloyd's Digital Market;
- (viii) damage, disrupt, interfere or attempt to interfere with service of the Lloyd's Digital Market (or any part thereof) by use of any program, script, command or otherwise. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload the Lloyd's Digital Market or to burden excessively, and includes knowingly or unknowingly doing the same;
- (ix) introduce viruses, worms, harmful code, malware, spam, Trojan horses and/or other destructive technology;
- (x) communicate a message with deceptive, absent or forged header or sender identification information;
- (xi) propagate chain letters and pyramid schemes or publish or send any information which may constitute unauthorised or unsolicited advertising, junk or bulk email ('spamming'), whether or not the recipient wished to receive such mailings;
- (xii) delete or alter in any way any intellectual property notice (including any copyright or trade mark notice) or other legal notice from the Lloyd's Digital Market;
- (xiii) decrypt, extract, reverse engineer or decompile any element of the Lloyd's Digital Market;
- (xiv) use the Third Party Software in any manner to compete with or build products or services that compete with the Third Party Software;
- (xv) knowingly use the Lloyd's Digital Market in a way that may damage Lloyd's or any Third Party Software Provider's reputation;
- (xvi) transfer, resell, lease, license, or otherwise make available any feature of the Lloyd's Digital Market to third parties;
- (xvii) attempt to use any feature of the Lloyd's Digital Market to contact or allow Market Users to contact an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders ("**Emergency Services**"), unless such feature is expressly identified as approved for Emergency Services;
- (xviii) use the Lloyd's Digital Market in any manner that violates any applicable Third Party Software Provider's policies notified to the Market User;
- (xix) commit, encourage or aid the commission of a criminal offence.

3.2 Market Users acknowledge and accept that:

- (i) the Lloyd's Digital Market is provided exclusively for the purpose of facilitating communication between Market Users in the following ways only:
  - (a) searching for other Individual Users based on criteria (e.g. company, product, risk appetite, availability);
  - (b) based on finding a specific Individual User, understanding whether someone is available to speak, now or in the future, through an ability to instant chat or view calendar availability;
  - (c) scheduling a meeting through the calendar integration functionality; and
  - (d) conducting a meeting via voice and/or video call.
- (ii) Market Users cannot and shall not, and shall procure that their Individual Users shall not:
  - (a) share any form of documentation or whiteboarding in the Lloyd's Digital Market;
  - (b) use the Lloyd's Digital Market for any communications other than those specified in clause 3.2.(i);
  - (c) record or monitor any communications in the Lloyd's Digital Market; or
  - (d) otherwise transact any business in the Lloyd's Digital Market; and
- (iii) any communication made in the Lloyd's Digital Market is not and shall not represent an offer of insurance, or an offer to contract, and does not create any contractually binding commitments between any Market Users.

3.3 To the best of the Market User's knowledge and belief all information provided to Lloyd's pursuant to the use of the Lloyd's Digital Market shall be correct, honest, complete, accurate and lawful.

3.4 The Market User undertakes:

- (i) to notify Lloyd's promptly in the event that any information provided to Lloyd's pursuant to clause 3.3 materially alters in any respect;
- (ii) to notify Lloyd's immediately in the event that any Individual User ceases to be an Annual Subscriber;
- (iii) to notify Lloyd's promptly if it becomes aware of any violation of these Terms by it or any of its Individual Users;
- (iv) to put systems in place to minimise the risk of viruses being transmitted or distributed by the Market User over the Lloyd's Digital Market, including the use of and regular updating of commercially available virus detection software;
- (v) that it will not use the Lloyd's Digital Market for any purpose that is unlawful or prohibited by these Terms;

- (vi) that no Individual User that is a Designated Person shall be permitted to use the Lloyd's Digital Market;
  - (vii) on behalf of itself and all of its Individual Users, that it shall: (a) not disclose, delegate or assign its username or password to any other person or entity; (b) make and use all best efforts to keep the Market User's and its Individual Users' usernames and passwords secret and confidential; (c) promptly notify Lloyd's of any actual or suspected breach of security of the Lloyd's Digital Market, such as loss, theft or unauthorised disclosure of the Market User's or its Individual User's username or password.
- 3.5 Market User shall remain responsible for the use of the Lloyd's Digital Market by its Individual Users and shall not intentionally (using reasonable care) do or omit to do anything that might adversely affect the operation of the Lloyd's Digital Market. Market User will not allow any person other than Individual Users to access and use the Lloyd's Digital Market.
- 3.6 The Market User will promptly notify Lloyd's in writing upon becoming aware of any event or circumstance concerning Market User's or any of its Individual User's use of the Lloyd's Digital Market, or the content of the Lloyd's Digital Market, which might reasonably be expected to give rise to a claim or demand against Lloyd's or Market User (as applicable) or that would contravene these Terms.
- 3.7 Lloyd's does not and shall not control or endorse and is not and shall not be responsible for the content or particulars of any message, Market User Data or any other material posted, linked to or otherwise made available on, via or from the Lloyd's Digital Market by Market Users or its Individual Users. Lloyd's may remove any material which breaches clause 3.1, or any similar material, in its discretion.
- 3.8 The Market User acknowledges that the location at which business is carried on can have regulatory and tax consequences. The Market User will be responsible for monitoring the use of the Lloyd's Digital Market by its Individual Users and ensuring compliance with all relevant jurisdictional and tax requirements.
- 3.9 The Market User shall, and procure that each Individual User shall, comply with, and where applicable, sign up directly to any terms and conditions relating to the use of Third Party Software including <https://docs.cronofy.com/policies/end-user-terms-of-service/>, <https://www.twilio.com/legal/aup>, <https://www.twilio.com/legal/services-documentation>, as such terms may be amended from time to time ("**Third Party Software Terms**").

#### **4. SUSPENSION**

- 4.1 Market User agrees that Lloyd's may suspend or terminate the use of the Lloyd's Digital Market in whole or part at any time for: reasonable security reasons; where any Third Party Software Provider suspends provision of its services for any reason whatsoever; and/or in the event of any non-compliance by Market User or any of its Individual Users of its obligations in these Terms. Lloyd's will use its reasonable endeavours to provide Market User with as much advance notice of any such suspension of the use of the Lloyd's Digital Market as soon as practicable by email or other electronic means. Lloyd's will use reasonable endeavours to restore the Lloyd's Digital Market promptly and shall in any event seek to restore the use of the Lloyd's Digital Market as soon as possible and practicable once any security issue has abated, any third party service has resumed, or Market User resumes compliance with its obligations.

#### **5. WARRANTIES**

- 5.1 Market User warrants that:
- (i) it has the full capacity and authority to enter into these Terms;

- (ii) it will provide all assistance and information reasonably required by Lloyd's in relation to the provision of the Lloyd's Digital Market;
- (iii) shall comply with all applicable domestic and international export laws and economic sanctions regulations;
- (iv) it is not, and its Individual Users are not, located in any jurisdictions subject to comprehensive US sanctions (currently Cuba, Iran, Syria, North Korea or the Crimean region) or named on any of the Sanctions Lists;
- (v) it will meet any reasonable technical requirements specified by Lloyd's for access to the Lloyd's Digital Market;
- (vi) it shall ensure that it does not introduce bugs, viruses or other malicious software into the Lloyd's Digital Market; and
- (vii) it will comply, and procure that its Individual Users comply, with these Terms and any user terms published on or accessible via the Lloyd's Digital Market.

5.2 Lloyd's warrants that:

- (i) it is permitted to licence the right to use the Lloyd's Digital Market to Market User as contemplated under these Terms; and
- (ii) it shall procure the use of the latest version of anti-virus definitions and software available from an industry accepted anti-virus software vendor to ensure the maintenance of the Lloyd's Digital Market free of bugs, viruses and other malicious software.

**6. MARKET USER DATA**

6.1 Lloyd's acknowledges that Market User Data is owned either by a Market User alone or owned jointly by Market User and/or other third parties.

6.2 Market User agrees that Lloyd's may collect and use the Market User Data:

- (i) in accordance with Market User's instructions (which may be provided via email or other electronic means);
- (ii) as required by Lloyd's for its regulatory, supervisory and oversight purposes or for compliance with applicable Laws; and
- (iii) to the extent necessarily required to operate the Lloyd's Digital Market.

6.3 Notwithstanding anything to the contrary in these Terms, Lloyd's shall be entitled to create data derived from Market User Data, provided that such data is aggregated in such a way and to such an extent that it is not able to identify underlying Market User Data (including the identity of any Individual Users). Lloyd's may access, use, report on, or disclose such data that has been aggregated in accordance with this Clause 6.3 for any reasonably required business purposes, including monitoring use of the Lloyd's Digital Market; tracking against internal KPIs, improving the functionality of the Lloyd's Digital Market; tracking trends and other market analysis; market development; internal and external reporting; and the making of any public statements or announcements regarding use of the Lloyd's Digital Market.

6.4 Lloyd's shall not be required to keep any copies or records (through a backup system, archive or otherwise) of any Market User Data, and the Market User shall keep copies or records of Market User Data as may be necessary for its own purposes.

## **7. ACCESS TO MESSAGES**

- 7.1 Lloyd's shall provide to each Market User's Individual User the ability to search, retrieve and view a log of their messages.
- 7.2 Messages will be available for 30 days after which Market User's Individual Users will no longer have the ability to access them and they will be permanently deleted, unless they are required to be retained for legal, regulatory or compliance purposes.

## **8. DATA PROTECTION**

- 8.1 Lloyd's and the Market User acknowledge and agree that to provide access to and use the Lloyd's Digital Market, it is necessary for Personal Data to be uploaded on the Lloyd's Digital Market or shared by the Market User and its Individual Users with Lloyd's.
- 8.2 The Personal Data to be uploaded to the Lloyd's Digital Market or shared with Lloyd's will be no more than is necessary in the particular circumstances and will only be used to provide and administer the Lloyd's Digital Market as set out in the Lloyd's Digital Market Privacy Notice and for no other purposes.
- 8.3 Lloyd's and the Market User agree that each party is a separate and independent Data Controller in relation to the Personal Data that is processed for the purposes of access or use of the Lloyd's Digital Market.
- 8.4 Market User warrants and undertakes that:
- (i) it has no reason to believe that it is prohibited from sharing, or that Lloyd's is prohibited from receiving, the Market User Personal Data in accordance with these Terms;
  - (ii) at the time it is uploaded to the Lloyd's Digital Market or shared, to the best of its knowledge, the Market User Personal Data is accurate and up to date;
  - (iii) it has provided all necessary notices to data subjects and has procured all necessary consents, or satisfied another legal basis, to disclose the Market User Personal Data to Lloyd's to enable Lloyd's to process the Market User Personal Data pursuant to these Terms in compliance with Data Protection Laws; and
  - (iv) it will at all times ensure that it has obtained and will process the Market User Personal Data in accordance with the Data Protection Laws.
- 8.5 Lloyd's and the Market User will apply appropriate security mechanisms to the Market User Personal Data to ensure its security in transit and at rest in accordance with the Data Protection Laws.
- 8.6 Both Lloyd's and the Market User agree to provide such assistance and good faith cooperation as is necessary to enable either of them to comply with data subject rights enquires or requests, including those under Articles 15 – 22 GDPR, exercised in relation to any Market User Personal Data by any data subject, or any query, question or enquiry by any supervisory authority or regulator.
- 8.7 Lloyd's agrees, at the Market User's cost, to promptly notify the Market User of any data subject rights exercised in relation to any Market User Personal Data and respond to that request in accordance with the Market User's reasonable instructions and, at the Market User's cost, provide such reasonable assistance as is necessary to enable the Market User to comply with any data subject rights exercised in relation to any Market User Personal Data.
- 8.8 Each Party will comply with the requirements of the Data Protection Laws in respect of the



activities involving the Market User Personal Data, and will not knowingly do anything or permit anything to be done in respect of or in connection with any Market User Personal Data which might lead to or cause a breach by it or by the other Party of the Data Protection Laws.

- 8.9 Except to the extent required for legal, regulatory or compliance purposes, Lloyd's will cease to process the Market User Personal Data upon termination of these Terms. Notwithstanding the foregoing, Lloyd's may retain archival copies in accordance with their record retention policies and procedures (a) with respect to backup media for which selective deletion of files or data is not feasible; and (b) in order to enable it to comply with its regulatory and professional standards requirements, deal with late queries, and to substantiate its work and deal with claims in the event of a dispute or otherwise. Any such retention will be as an independent Data Controller subject to the obligations that fall to a person with such status.
- 8.10 The Market User shall indemnify Lloyd's against all claims, demands, actions, costs, expenses, losses and damages (including 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 Lloyd's arising from: any breach of the Market User's obligations under this Clause 8; or Market User's breach of Data Protection Laws.

### **Third party data Processing**

- 8.11 Market User shall comply with any applicable data protection provisions set out in the Third Party Software Terms. Any Market User Personal Data submitted to any Third Party Software Provider shall be Processed in accordance with that Third Party Software Provider's terms and conditions and privacy policies, which shall not contradict or conflict with any terms set out in these Terms of Use.
- 8.12 In order to enable it to provide Market Users with voice and video call functionality, Lloyd's has put in place the Third Party Software Terms with the Third Party Software Providers, which contain terms for Processing of Personal Data for the purposes of Article 28 of the GDPR / UK GDPR (<https://www.twilio.com/legal/data-protection-addendum>, as such terms may be amended from time to time). These shall be binding on the relevant Data Processor, whether the Processing is carried out on behalf of Lloyd's or the Market User. Lloyd's shall exercise any rights to which a Data Controller is entitled under such Processing terms on behalf of itself and the Market User.
- 8.13 Market User acknowledges that under the Third Party Software Terms, the Third Party Software Providers have agreed to deal with, and accept instructions relating to the Processing of Market User Personal Data from, Lloyd's only. Market User hereby authorises Lloyd's to provide such instructions to Third Party Software Providers and to deal with such Third Party Software Providers, on its behalf. Market User shall provide any instructions which it wishes to give to any Third Party Software Provider to Lloyd's, and Lloyd's shall in its discretion pass on such instructions to Third Party Software Provider. Market User shall ensure that such instructions comply with the Data Protection Laws.
- 8.14 Lloyd's shall notify Market Users promptly if Lloyd's is informed by a Third Party Software Provider that:
- (i) the Third Party Software Provider considers that an instruction received from Lloyd's acting on behalf of Market User is in breach of the Data Protection Laws;
  - (ii) a Personal Data Breach relating to Market User Personal Data has occurred (in which case such notification shall be made within 48 hours of Lloyd's becoming aware of the breach); or
  - (iii) the Third Party Software Provider has received a data subject request in relation to Market User Personal Data. Market User is responsible for ensuring such requests are handled in accordance with the Data Protection Laws.

- 8.15 Market Users hereby authorise Lloyd's to:
- (i) on behalf of Market User, authorise the Third Party Software Providers (and any additional subcontractors as may be appointed from time to time) to appoint Sub processors; and
  - (ii) enter into the Processor Standard Contractual Clauses with each Third Party Software Provider in the name of, and on behalf of, Market Users.
- 8.16 Details of the Processing of Market User Personal Data are set out in Schedule 1 of <https://www.twilio.com/legal/data-protection-addendum> (as may be amended from time to time). Where and to the extent that Lloyd's is acting as Processor, Lloyd's shall:
- (i) not Process, transfer, modify, amend or alter Market User Personal Data other than in accordance with Market User's documented instructions, unless otherwise required by a Law to which Lloyd's (or its authorised Subprocessor) is subject, provided that in such a case, Lloyd's shall inform Market User of that legal requirement before Processing (save where any Law prohibits such information on important grounds of public interest). Market User hereby instructs Lloyd's and its authorised Subprocessors to Process Market User Personal Data in such a manner as is reasonably necessary to perform its obligations and exercise its rights under these Terms or as is required by any Laws;
  - (ii) implement appropriate technical and organisational measures taking into account Article 32 of the GDPR (or any equivalent or implementing legislation) in order to protect any Market User Personal Data provided by Market User to Lloyd's 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 and the nature of Market User Personal Data. Such measures include those taken by Subprocessors, as set out in <https://www.twilio.com/legal/security-overview> (as may be amended from time to time);
  - (iii) ensure that personnel who are permitted by Lloyd's or an authorised Subprocessor to access Market User Personal Data controlled by Market User, are subject to appropriate confidentiality obligations or undertakings, no less protective than those contained in these Terms;
  - (iv) on expiry of termination of these Terms, procure that Market User Personal Data is deleted or returned in accordance with section 10 of <https://www.twilio.com/legal/data-protection-addendum> (as may be amended from time to time);
  - (v) notify (or procure that its authorised Subprocessor promptly notifies) Market User without undue delay of becoming aware of a Personal Data Breach, providing sufficient information to assist Market User with meeting any of its obligations to report a Personal Data Breach under the Data Protection Law if and to the extent Lloyd's is in possession of such information. For clarity, such notification will not be construed as an acknowledgement by Lloyd's (or an authorised Subprocessor) of any fault or liability with respect to the Personal Data Breach. Lloyd's shall mitigate the effects of any such Personal Data Breach to the extent it is able to do so in the circumstances. Further in such circumstances the parties will cooperate in good faith to resolve any issues relating to any such Personal Data Breach;
  - (vi) assist the relevant Market User in meeting its obligations as Data Controller in relation to Articles 32 and 36 of the GDPR (or any equivalent or implementing legislation) taking into account the nature of Processing and information available

to Lloyd's (such obligation may be fulfilled by providing standardised privacy and security summary documentation related to the Lloyd's Digital Market);

- (vii) taking into account the nature of the Processing, and insofar as this is possible as part of the functionality of the Lloyd's Digital Market, assist (or procure the assistance from an authorised Subprocessor) Market User to respond to requests for exercising any Data Subject rights laid down in Chapter III of the GDPR (or any equivalent or implementing legislation) to enable Market User to comply with its obligations as a Data Controller, including by notifying Market User without undue delay if it receives a request from a data subject relating to Market User Personal Data directly;
- (viii) make available to Market User such further information (or procure the provision of such information from its authorised Subprocessors) as is strictly required to demonstrate Lloyd's compliance with the obligations set out in Article 28 of the GDPR (or any equivalent or implementing legislation);
- (ix) allow that Market User can exercise its right to audit Subprocessors in accordance with section 12 of <https://www.twilio.com/legal/data-protection-addendum> (as may be amended from time to time). Market User agrees that any audit rights granted by applicable Data Protection Laws will be satisfied by the audit reports provided by the Subprocessor. To the extent that Subprocessor's provision of an audit report does not provide sufficient information or to the extent that Market User must respond to a regulatory authority audit, Market User agrees to a mutually agreed-upon audit plan with Lloyd's (on behalf of the Subprocessor) that: (a) ensures the use of an independent third party; (b) provides notice to Lloyd's in a timely fashion; (c) requests access to Subprocessor only during business hours; (d) accepts billing to Market User at Subprocessors then-current rates; (e) occurs no more than once annually; (f) restricts its findings to only data relevant to Market User; and (g) obligates Market User, to the extent permitted by law, to keep confidential any information gathered that, by its nature, should be confidential;
- (x) will 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 (or any equivalent or implementing legislation) except for the performance of Lloyd's or the authorised Subprocessors' obligations in relation to these Terms provided that where the transfer is to an authorised Subprocessor:

8.16.x.1 Lloyd's enters into the Processor Standard Contractual Clauses with such Subprocessor in the name of and on behalf of Market User, and Lloyd's acts in the capacity as a data exporter in that regard;

8.16.x.2 the Subprocessor performing the Processing, being an authorised Subprocessor in accordance with this clause 8, is a Subprocessor to an entity with whom Lloyd's has entered into the Standard Contractual Clauses for the transfer of Personal Data to Processors as contemplated above; or

8.16.x.3 the transfer is made pursuant to an international transfer mechanism approved by the Data Protection Law.

8.17 In the event that the Processor Standard Contractual Clauses are modified during the Term, Lloyd's may incorporate such modifications into the relevant Subcontractor agreements.

8.18 Market User generally authorises Lloyd's to appoint (and authorises each Subprocessor to appoint) a Subprocessor in connection with Market User Personal Data in accordance with section 7 of <https://www.twilio.com/legal/data-protection-addendum> (as may be amended from time to time).

8.19 Market User shall:

- (i) comply with its obligations under the Data Protection Law which arise in connection with these Terms and shall not, in respect of Market User Personal Data, do or omit to do any act which puts Lloyd's or its Subprocessors in breach of its obligations under the Data Protection Laws;
- (ii) ensure that it has the necessary consents, registrations and permissions, including where appropriate from Individual Users, and has provided (or will provide) all necessary notices to Individual Users to enable Lloyd's and its Subprocessors to Process Market User Personal Data as required under these Terms;
- (iii) have (or will at the required time have) one or more valid grounds for Lloyd's (and its authorised Subprocessors) Processing of Market User Personal Data in accordance with these Terms so that Lloyd's (and its authorised Subprocessors) Processing of Market User Personal Data in accordance with these Terms complies with the Data Protection Laws;
- (iv) it shall only provide and/or give Lloyd's and its Subprocessors access to Market User Personal Data that is adequate, relevant and limited to what is strictly necessary for Lloyd's or its Subprocessors to receive or access for the purposes set out in these Terms; and
- (v) cooperate in good faith with Lloyd's to resolve any issues or enquires raised by any supervisory authority or regulator or any other police, data or other governmental or public authority (including Lloyd's itself acting in its regulatory capacity), in connection with any Market User Personal Data which is the subject matter of these Terms.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Market User acknowledges and agrees that, as between the parties, Lloyd's and/or its licensors own all intellectual property rights in all materials, software, hardware, processes and other media connected with the Lloyd's Digital Market, any associated services provided by Lloyd's and in any material developed or produced in connection with these Terms by Lloyd's, its officers, employees, subcontractors or agents. These Terms do not grant Market User any rights to such intellectual property rights.
- 9.2 All rights, title and interest in and to Market User Data shall be owned and retained by the relevant Market User and/or other third party which lawfully enjoys such rights, title and interest. To the extent necessary to enable Lloyd's to provide the Lloyd's Digital Market, Market User grants to Lloyd's a royalty-free, worldwide, irrevocable, sublicensable licence during the Term and thereafter in order to comply with its obligations under these Terms, to use Market User Data and any other material provided by or on behalf of Market User. Market User acknowledges and agrees that Lloyd's shall be entitled to sublicense said licence to third-party component software providers to the extent necessary to enable Lloyd's to provide the Lloyd's Digital Market.
- 9.3 Market User grants Lloyd's a royalty-free, fully paid, worldwide, transferable, sub-licensable, irrevocable and perpetual licence to use or incorporate any suggestions, enhancement requests, recommendations or other feedback provided by Market Users and/or Individual Users ("Feedback") into the products and services of the Lloyd's Digital Market. Market User acknowledges and agrees that Lloyd's shall be entitled to sublicense said licence to third-party component software providers in order to use or incorporate such Feedback into their products and services.

## **10. CONFIDENTIALITY**

- 10.1 Lloyd's acknowledges that as between Lloyd's and the Market User the contents of the Market User Data is confidential to the Market User.
- 10.2 Subject to clause 10.3, Lloyd's will, and shall use reasonable endeavours to procure that its subcontractors and, where applicable, Third Party Software Providers will, maintain the confidentiality of all Market User Data.
- 10.3 The obligations contained in clause 10 shall not extend to any Market User Data or any other information that the Market User or its Individual Users have provided during the use of the Lloyd's Digital Market that Lloyd's can demonstrate: (i) was at the time of its provision, or has since become, lawfully in the public domain other than through a breach of these Terms; (ii) was disclosed by a third party having the right to make that disclosure; (iii) was independently developed; (iv) the Market User consents to its disclosure; or (v) is required to be disclosed pursuant to any order of a court of competent jurisdiction, request of any governmental authority or pursuant to any applicable Laws (provided that, to the maximum extent it is legally permitted to do so, Lloyd's notifies the Market User of its requirement to disclose and co-operates with the other party in avoiding or limiting the disclosure).

## **11. LIABILITY AND INDEMNITY**

- 11.1 Subject to clauses 11.2 and 11.3, the Market User acknowledges that in consideration for being provided with access to the Lloyd's Digital Market free of charge, it accepts that the Lloyd's Digital Market is provided on an "as is" basis and the Market User agrees that Lloyd's liability to the Market User in connection with the Market User's use of the Lloyd's Digital Market in accordance with these Terms shall be limited to £50. The Market User agrees that such a limit is reasonable in the context of a freely provided service.
- 11.2 Subject to clauses 8.10, 11.3 and 11.5, neither party shall be liable whether in contract, tort (including negligence) or otherwise for: (i) special, indirect or consequential loss; (ii) loss of profit, goodwill or business (whether as direct or indirect losses); (iii) any loss arising out of the Market User's delay in use or inability to use the Lloyd's Digital Market, in whole or in part; (iv) any loss arising from the content of any of the Market User Data or any other material posted or uploaded by a Market User or its Individual User on the Lloyd's Digital Market; (v) any loss arising from any link to another platform, product or website.
- 11.3 Notwithstanding anything else in these Terms, neither party limits or excludes its liability for (i) death or personal injury; (ii) fraud or fraudulent representation; or (iii) any other liability that cannot be limited or excluded by law.
- 11.4 The Market User shall ensure that its Individual Users shall not bring any form of claim or demand against Lloyd's or its affiliates in respect of the performance or non-performance by Lloyd's of these Terms. The Market User shall be fully liable to and indemnify, defend and hold Lloyd's harmless from and against any losses, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by Lloyd's as a result of any such claim.
- 11.5 The Market User shall indemnify, defend and hold Lloyd's harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by Lloyd's at any time as a result of the Market User's use, and its Individual User's use, of the Lloyd's Digital Market in breach of these Terms (including, for the avoidance of doubt, any breach of any Third Party Software Terms).

## **12. TERM AND TERMINATION**

- 12.1 These Terms shall remain in effect until terminated in accordance with the provisions of this clause 12.

- 12.2 The Market User may terminate these Terms by providing 30 days' notice to Lloyd's.
- 12.3 Lloyd's may terminate these Terms and revoke access to the Lloyd's Digital Market:
- (i) on 30 days' notice;
  - (ii) on immediately effective notice if the Market User or any of its Individual Users breach any of these Terms (including any Third Party Software Terms);
  - (iii) on immediately effective notice if termination is recommended or required by a regulatory authority.
- 12.4 These Terms will terminate without prior notice where the Market User ceases to be a Managing Agent or Lloyd's Broker (as applicable) for any reason whatsoever.
- 12.5 Upon termination of these Terms howsoever arising, the Market User's and each of its Individual Users' access shall be revoked with immediate effect.

### **13. SURVIVAL OF TERMS AND ACCRUED RIGHTS**

Termination or expiry of these Terms, 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 this Agreement 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 1, 8, 9, 10, 11 and 22.

### **14. NOTICES**

- 14.1 Any notice given by one party to another under these Terms shall be in writing and emailed to virtualroom@lloyds.com at Lloyd's and to the Compliance Officer of the Market User. The Market User shall provide its Compliance Officer's contact details upon request by Lloyd's. Any notice shall be deemed to have been received at the time of transmission.
- 14.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any dispute resolution.
- 14.3 Either party may vary their email address for notices by giving notice to the other party in accordance with the terms of this clause.

### **15. ASSIGNMENT**

These Terms or any part thereof may not be assigned by Lloyd's (other than to a member of the Lloyd's Group) or by Market User without the prior written consent of the other party. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

### **16. SUBCONTRACTORS**

Lloyd's will have the right to use subcontractors to perform any part of the operation of the Lloyd's Digital Market, on the basis that each subcontractor is legally bound by obligations of confidentiality. Lloyd's shall be responsible for the actions and omissions of any such subcontractors.

### **17. WAIVER AND CUMULATIVE REMEDIES**

- 17.1 No failure or delay by either party to exercise any right or remedy arising under, or in connection with, these Terms (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.

- 17.2 The rights and remedies arising under, or in connection with, these Terms are cumulative and, except where otherwise expressly provided in these Terms, do not exclude rights and remedies provided by Laws or otherwise.

## **18. RELATIONSHIP OF THE PARTIES**

Nothing in these Terms is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Except where otherwise expressly provided in these Terms, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

## **19. SEVERANCE**

- 19.1 If any of these Terms are or become illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these Terms.

- 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 A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

## **21. VARIATION**

- 21.1 Lloyd's may make improvements or changes to the Lloyd's Digital Market from time to time. Any changes or improvements that are material as determined in Lloyd's sole discretion will be notified to the Market User.

- 21.2 Lloyd's may also at any time make variations to these Terms which it considers in its sole discretion to be non-material and unless otherwise specified, such modification shall be effective immediately upon notification of the revised Terms to the Market User and continued access or use of the Lloyd's Digital Market is deemed to be acceptance of the modified Terms.

## **22. GOVERNING LAW AND JURISDICTION**

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