

## MIDportal website terms of use

Please read these Terms of Use carefully and make sure you understand them before using this website as they (together with the documents referred to in them) apply directly to your use of this website [www.MIDportal.org.uk](http://www.MIDportal.org.uk) (this “Website”) and tell you the terms of use on which you may make use of this Website. Use of this Website includes accessing and browsing this Website. By accessing this Website you agree to be bound by all of the following Terms of Use.

MIB recommends that you print a copy of these Terms of Use or save them to your computer for future reference.

If you do not accept these Terms of Use and do not intend to be bound by them, you may not use this Website and should exit immediately.

These Term of Use are only in the English language.

This Website is operated by the Motor Insurers' Bureau (“MIB”) (registered in England and Wales under company number 00412787 the registered office being Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT. MIB’s VAT number is GB 991 2548 29.

**MIB reserves the right in its absolute discretion, without reason and without liability to suspend or block you from this Website with immediate effect and without notice.**

## 1. Other Applicable Terms

Without prejudice to any terms and conditions agreed between MIB and you in relation to the provision of specific services provided via this Website, these Terms of Use refer to the following additional terms, which also apply to your use of this Website:

MIB’s Privacy Policy, which sets out the terms on which MIB processes any personal data MIB collects from you, or that you provide to MIB. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate.

MIB’s Cookie Policy, which sets out information about the cookies on this Website.

## 2. Use of this Website

Use of this Website is intended for residents of the United Kingdom only. MIB makes no representation that any of the information contained within this Website is available or appropriate for use in any other country or jurisdictions. Furthermore, this Website is intended for use only by an insurer authorised in the UK to insure motor vehicles registered in the UK that has entered into the Participating Insurers Agreement with MIB and Experian Limited (an ‘Insurer’) and for use by an insurance policyholder (or its agent) of a relevant motor insurance policy (subject to the prior approval of the relevant Insurer) to provide certain data via this Website in accordance with MIB’s consent from time to time.

## 3. Availability of this Website

This Website is made available free of charge. Please note that certain services provided on this Website may entail charges, subject to the terms and conditions of the provision of the relevant services.

MIB does not guarantee that this Website, or any content on it, will always be available or be uninterrupted. Access to this Website is permitted on a temporary basis. MIB may suspend, withdraw, discontinue or change all or any part of MIB's site without notice. MIB will not be liable to you if for any reason this Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this Website. MIB is not an internet service provider. You are responsible for the payment of the fees charged by your internet service provider.

You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

## 4. Changes to this Website

MIB may update this Website from time to time, and may change the content at any time, without liability. However, please note that any of the content on this Website may be out of date at any given time, and MIB is under no obligation to update it.

MIB does not guarantee that this Website, or any content on it, will be free from errors or omissions.

## 5. Indemnity from you in favour of MIB

To the fullest extent permitted by law and without prejudice to any other rights available to MIB, you hereby agree to indemnify MIB fully and without limit for any losses, costs, expenses or damages (including amounts paid in settlement, out of pocket expenses, interest, penalties, sanctions and all legal and other professional costs and expenses) incurred by or suffered by MIB in relation to or as a result of any breach by you of any of these Terms of Use.

## 6. MIB's limitation of liability

Nothing in these Terms of Use excludes or limits MIB's liability for death or personal injury arising from its negligence, or MIB's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, MIB excludes all conditions, warranties, representations or other terms which may apply to this Website or any content on it, whether express or implied. Whilst MIB takes reasonable care in the preparation of this Website it is not liable for any errors, omissions or misleading statements. You acknowledge that you are solely responsible

for the use to which you put this Website and all results and information you obtain from it. MIB will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of or inability to use, this Website; or
- use of or reliance on any content displayed on this Website.

If you are a business user, please note that in particular, MIB will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

This site is not intended for use by consumers. However, if you are a consumer, you agree not to use this Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

MIB will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any content on it, or on any website linked to it.

## 7. No Reliance on Information

Unless otherwise agreed in writing between you and MIB, the content on this Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Website.

Although MIB makes reasonable efforts to update the information on this Website, MIB make no representations, warranties or guarantees, whether express or implied, that the content on this Website is accurate, complete or up-to-date.

## 8. Events outside MIB's control

MIB will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms of Use that is caused by an Event Outside MIB's Control (as defined below).

An "Event Outside MIB's Control" means any act or event beyond MIB's (or its supplier's) reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside MIB's Control takes place that affects the performance of MIB's obligations under these Terms of Use MIB's obligations under these Terms of Use will be suspended and the time for performance of MIB's obligations will be extended for the duration of the Event Outside MIB's Control.

## 9. Changes to Terms of Use

MIB reserves the right to update these Terms of Use from time to time without notice to you. All such updates are effective as soon as they appear on this Website and your continuing use after such an update will signify your agreement to be bound. Please check this page from time to time to take notice of any changes MIB has made, as they are binding on you. These Terms of Use were updated on 22 April 2016.

## 10. General

These Terms of Use and all other agreements and documents referred to in and incorporated into them represent the entire agreement between MIB and you for use of this Website and supersede all prior agreements in relation to this Website.

If you are a consumer, please note that these Terms of Use, its subject matter and its formation, are governed by English law. You and MIB both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms of Use, their subject matter and formation (and any non-contractual disputes or claims) shall be governed and construed according to the laws of England and you submit to the exclusive jurisdiction of the English Courts in the event of dispute (including any non-contractual disputes or claims).

The failure to exercise or delay in exercising a right or remedy provided by these Terms of Use or by law does not:

- constitute a waiver of the right or remedy; or
- a waiver of other rights or remedies.

You shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be from time to time required for the purpose of giving full effect to the provisions of these Terms of Use.

If any provision of these Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use that shall remain in full force and effect. You shall not transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms of Use.

MIB may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

Nothing in these Terms of Use is intended to, or shall operate to:

- create a partnership between you and MIB; or
- authorise either you or MIB to act as agent for the other; and
- neither you nor MIB shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 11. Third Party Rights

These Terms of Use are between you and MIB. No other person shall have any rights to enforce any of its terms.

## 12. Trade marks

For the purpose of these Terms of Use MIB and relevant third parties may claim rights in trade marks, service marks, logos and icons contained on this Website.

## 13. Intellectual Property

For the purposes of these Terms of Use, all intellectual property rights (including copyright) in the whole of this Website and the material published on this Website belong, or is licensed to MIB or its licensors, as the case may be, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form by any person without the prior written consent of MIB.

The works included in and on this Website are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from this Website for your personal use and you may draw the attention of others within your organisation to content posted on this Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

MIB's status (and that of any identified contributors) as the authors of content on this Website must always be acknowledged.

You must not use any part of the content on this Website for commercial purposes without obtaining a licence to do so from MIB or its licensors.

If you print off, copy or download any part of this Website in breach of these Terms of Use, your right to use this Website will cease immediately and you must, at MIB's option, return or destroy any copies of the materials you have made.

## 14. Uploading Content to this Website

Whenever you make use of a feature that allows you to upload content to this Website, or to make contact with other users of this Website, you must comply with the content standards set out in our Acceptable Use Policy set out in paragraphs 19.1 and 19.2 of these Terms of Use subject to paragraph 19.4 ("Acceptable Use Policy")

You warrant that any such contribution does comply with the Acceptable Use Policy, and you will be liable to MIB and indemnify it for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage MIB suffers as a result of your breach of warranty.

Any content you upload to this Website will be considered non-confidential and non-proprietary, and MIB and other users of this Website have the right to use, store, copy, distribute and disclose to third parties any such content for any purpose.

MIB also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this Website constitutes a violation of their intellectual property rights, or of their right to privacy.

MIB will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of this Website.

Without prejudice to any other right or remedy it may have, MIB has the right to remove (at any time) any posting you make (or is made on your behalf) on this Website if, in MIB's opinion, the relevant post does not fully comply with the provisions set out in the Acceptable Use Policy.

The views expressed by other users on this Website do not necessarily represent MIB's views.

## 15. Viruses

MIB does not guarantee that this Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access this Website. You should use your own virus protection software.

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. MIB will report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will cease immediately.

## 16. Linking to this Website

You may not establish, create and/or provide a link to this Website from any other website, nor may you reproduce or store any part of this Website on any other website without first obtaining MIB's prior written consent

## 17. Links to Third Party Websites

This Website may also contain hypertext links to websites operated by third parties. The responsibility for the operation and content of those websites shall rest solely with the organisation identified as controlling the relevant third party website and will be governed by separate terms and conditions. MIB assumes no responsibility for the content of websites linked to this Website. Links are provided for convenience only and inclusion of any link does not imply endorsement by MIB in any way of the third party website to which it links. MIB accepts no responsibility whatsoever for the contents of any website accessed by a link that MIB supplies and MIB will not be liable for any loss or damage that may arise from your use of them.

## 18. Contact MIB

Should you have any comments or questions in relation to this Website or should you wish to contact MIB for any other reason please forward these to [enquiries@mib.org.uk](mailto:enquiries@mib.org.uk)

In the event that any difficulties are experienced in gaining access to any part of the Website please contact MIB either by telephone at 0845 165 2800 or e-mail to [enquiries@mib.org.uk](mailto:enquiries@mib.org.uk).

## 19. Acceptable Use Policy

### 19.1. Prohibited uses

You may use this Website only for lawful purposes. You may not use this Website:

- In any way that breaches any applicable local, national or international law or regulation (including but not limited to the Data Protection Act 1998).
- If you do not have the capacity to enter into binding contracts.
- If, being an individual, you are not at least 18 years old and have not obtained the age of majority in the state or country in which you live
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with MIB's content standards set out in paragraph 19.2 of these Terms of Use ("Content Standard")
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

You also agree:

- Not to reproduce, duplicate copy or re-sell any part of this Website in contravention of the provisions of these Terms of Use.
- Not to allow anyone else use of any username and passwords provided to you to access this Website
- Not disclose your username and password and ensure it is kept confidential at all times
- Not to access without authority, interfere with, damage or disrupt:
  - any part of this Website
  - any equipment or network on which this Website is stored;
  - any software used in the provision of this Website; or
  - any equipment or network or software owned or used by any third party.

## 19.2. Content standards

These content standards ("Content Standards") apply to any and all material which you contribute to this Website ("Contributions"), and to any interactive services associated with it.

You must fully comply with the Content Standards. The Content Standards apply to any and all of any Contribution.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person
- Contain any material which is obscene, offensive, hateful or inflammatory
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination of any nature (including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age).
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- Be likely to harass, upset, embarrass alarm or annoy any other person
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

- Give the impression that they emanate from MIB, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright or other intellectual property rights infringement or computer misuse.

MIB may from time to time provide interactive services on this Website, including, without limitation:

- Chat rooms; and or
- Bulletin boards

("Interactive Services").

Where MIB does provide Interactive Services, it will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

MIB will assess any possible risks for users from third parties when they use any Interactive Service provided on this Website, and it will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, MIB is under no obligation to oversee, monitor or moderate any Interactive Service it provides on this Website, and it expressly excludes liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of the Content Standards, whether the Interactive Service is moderated or not.

The use of any Interactive Services on this Website by a minor is subject to the consent of his or her parent or guardian. MIB advises parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Where MIB does moderate an Interactive Service, it will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### 19.3. Suspension and termination

Without prejudice to the foregoing, MIB will determine, in its discretion, whether there has been a breach of these Terms of Use through your use of this Website. When a breach of these Terms of Use has occurred, MIB may take such action as it deems appropriate.

For the avoidance of doubt, failure to comply with the Acceptable Use Policy constitutes a material breach of these Terms of Use upon which you are permitted to use this Website, and may result in MIB's taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use this Website
- Immediate, temporary or permanent removal of any posting or material uploaded by you to this Website
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you
- Disclosure of such information to law enforcement authorities as MIB reasonably feels is necessary.

MIB excludes all liability for actions taken in response to breaches of the Acceptable Use Policy. The responses described in the Acceptable Use Policy are not limited, and MIB may take any other action it reasonably deems appropriate.

#### 19.4. Changes to the Acceptable Use Policy

MIB may amend the Acceptable Use Policy at any time without any liability and without notice to you. All such amendments are effective as soon as they appear on this Website and your continuing use after such an amendment will signify your agreement to be bound by such terms and conditions. You should check this page from time to time to take notice of any changes made, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on this Website.