

PPL DESKTOP APPLICATION

Terms & Conditions of Use

IMPORTANT: THESE TERMS & CONDITIONS (“TERMS OF USE”) APPLY TO USE OF THE PPL DESKTOP APPLICATION (THE “PRODUCT”) MADE AVAILABLE TO CUSTOMERS OF PPL. YOUR USE OF THE PRODUCT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS.

These Terms of Use are issued by Placing Platform Limited and references to “PPL” herein should be construed accordingly.

1. Definitions and Interpretation:

1.1. For the purposes of these Terms of Use:

“Applicable Regulations” means all applicable legislation, laws, regulations, rules or codes of practice which Market User must comply with when using the Product;

“Data Protection Legislation” means:

- (a) the Data Protection Act 2018;
- (b) 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) including the recitals (the “GDPR”) and any equivalent or implementing legislation;
- (c) the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
- (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Electronic Communications Data Protection Directive 2002/58/EC (the ePrivacy Directive);
- (e) the Digital Economy Act 2017; and
- (f) all other applicable laws (including judgments of any relevant court of law) and regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security,

in each case as from time to time in force and as from time to time amended, extended, consolidated, re-enacted, replaced, superseded or otherwise converted, succeeded, modified or incorporated into law and all orders, regulations, statutes, instruments and/or other subordinate legislation made under any of the above in any jurisdiction from time to time;

“Information” means any data or content of any kind and in any format submitted by Market Users to the Product;

“Intellectual Property Rights” means

- a) patents, utility models, supplementary protection certificates, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not)) registered designs, rights in copyright (including authors' and neighbouring or related "moral" rights), database rights, design rights, trademarks and service marks;
- b) all registrations or applications to register any of the items referred to in paragraph (a);

and

- c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

“Market User” means the company or other business organisation that is an existing customer of PPL and has signed a PPL Next Gen Market User Agreement and to whom the Product is made available.

“Market User Agreement” means the agreement entered into between PPL and each Market User in respect of PPL’s provision of the Platform to the Market Users.

“PPL” means Placing Platform Limited.

The singular includes the plural and vice versa, unless the context otherwise requires.

2. Terms and conditions of use

- 2.1. Your use of the Product is subject to terms of the existing PPL NextGen Market User Agreement between your company and PPL (the "MUA"), and the terms set out herein. Capitalised terms in this Terms of Use shall have the meaning given to them in the MUA unless otherwise defined herein. In the event of any conflict between the MUA and these terms, the terms of this Term of Use shall prevail to the extent of such conflict.
- 2.2. A Market User who has neither accepted nor been deemed to have accepted these Terms of Use has no right to enforce any of its terms.
- 2.3. PPL reserves the right to grant, restrict or revoke access of Market Users or prospective Market Users of the Product at any time.
- 2.4. PPL, or its agents or suppliers may monitor a Market User’s use of the Product and may, at its discretion, investigate any unusual patterns.

3. User Responsibilities

- 3.1. Market User shall not provide any other organisation with their login credentials.
- 3.2. Market User must comply with the Applicable Regulations and these Terms of Use when using the Product (including sending/receiving information via the Product).

4. Acceptable Use Policy

- 4.1. Market User may only use the Product in accordance with these Terms of Use. Market User will be responsible for complying with the Applicable Regulations within the jurisdiction from which they are accessing the Product.
- 4.2. Market User is prohibited from submitting, posting or transmitting to the Product any Information or material which:
 - (i) is unlawful, harassing, threatening, defamatory, harmful, profane, indecent, offensive,

pornographic, abusive, liable to incite racial hatred, discriminatory, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

- (ii) distorts the normal competitive business environment. Examples of such prohibited conduct include but are not limited to, submitting Information that directly or indirectly fixes or increases prices or any other trading condition; limits or controls market or a firm's capacity or market share in a line of business; gives any recommendation, guidance or advice as to premiums, rates or discounts;
- (iii) violates the Intellectual Property Rights or confidentiality of others for which the Market User has not obtained all necessary licences and/or approvals;
- (iv) constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights or any third party, in the UK or any other country in the world;
- (v) constitutes any form of marketing;
- (vi) constitutes Sensitive Personal Data (within the meaning of the Data Protection Act 2018 ("the Act"));
- (vii) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
- (viii) to which the Market User does not have all necessary rights, releases and permissions to use the Information within the Product (including the storage of the Information on servers operated by Amazon Web Services; the handling of the Information by Amazon Web Services and the processing of the Information by PPL its agents and suppliers).

4.3. Market User agrees not to:

- (i) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Product including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- (ii) deface, alter or interfere with the "look and feel" of the Product or the underlying software code;
- (iii) take any action that imposes an unreasonable or disproportionately large load on the Product or related infrastructure;
- (iv) obtain or attempt to obtain unauthorised access, via whatever means, to any of the PPL networks.

4.4. In circumstances where a Market User is in breach of any of the conditions in clauses 4.2 or 4.3, PPL reserves the right to modify, alter or delete any Information submitted by that Market User on the Product, but this shall not affect any other remedy which may be available to PPL.

5. Intellectual Property Rights

5.1. Ownership:

- (i) All Intellectual Property Rights in the Product together with the underlying software code are owned by PPL and/or its licensors. For the avoidance of doubt, the foregoing shall include any suggestions provided by any Market User with respect to the Product and the underlying

software code used therein, which shall be owned by PPL.

- (ii) Save for Market User Data provided by the Market Users, Intellectual Property Rights in the information available via the Product are owned by PPL and/or other Market Users, as applicable.
- 5.2. Any reproduction of the Intellectual Property set out in clause 5.1(i) is strictly prohibited and Market Users may not use such Intellectual Property without the prior written consent of PPL.
- 5.3. The Market User grants PPL a perpetual, irrevocable licence, free of charge, to use all Information provided by such User for its business purposes including but not limited to the provision of the Product and for any of the purposes it determines reasonably necessary in support of the London insurance market.

6. Updates

- 6.1. PPL may make improvements, modifications or changes to the Product from time to time. Any changes or improvements that are material, as determined in PPL's sole discretion, will be notified to Market Users.
- 6.2. PPL may also modify these Terms of Use from time to time. Accordingly, your continued access or use of the Product is deemed to be acceptance of the modified Terms of Use.

7. Security

PPL will use reasonable endeavours to ensure that the Product is secure.

8. Warranties

- 8.1. The Product is provided "as is" and PPL gives no warranties in respect thereof.
- 8.2. Specifically, but without limitation, PPL does not warrant that:
 - (i) Market Users will be able to use the Product or that it will continue to be made available in its current or any other form;
 - (ii) the Product or any software or material of whatever nature available on or downloaded from it will be free from viruses or defects or harmful components, compatible with Market User's equipment or fit for any purpose. It is Market User's responsibility to use suitable anti-virus software on any software or other material that it may download from the Product and to ensure compatibility of such software or other material with their equipment; and
 - (iii) any content or Information published on the Product is accurate or complete.
- 8.3. Any warranties which would otherwise be implied by law (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded.

9. Content Warranty

- 9.1. Market User shall be entirely responsible for the content and accuracy of all the Information it submits to the Product except to the extent that it has been modified or altered in accordance with clause 4.4 above. Market User hereby warrants that all Information that it submits or transmits via

the Product shall not infringe any third party rights.

- 9.2. Although PPL has taken all reasonable care to prevent unauthorised access to the Product and to ensure that the Information submitted or transmitted via on the Product is secure, PPL gives no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such Information.

10. Indemnity and Liability

- 10.1. Market User shall indemnify and hold harmless PPL and its affiliates, directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from or incurred by PPL at any time as a result of the Information provided by Market User in relation to the Product. This indemnity shall not apply to any negligent act or omission by PPL or its employees or contractors.
- 10.2. Neither PPL nor any of its suppliers accept any responsibility or liability for Market User's use of or inability to use the Product or any loss or costs arising therefrom.
- 10.3. Neither PPL nor any of its suppliers shall be liable for any failure or delay in performing its obligations under these Terms of Use.
- 10.4. Neither PPL nor any of its suppliers shall be liable to Market User whether for negligence, breach of contract, misrepresentation or otherwise, for (i) any direct loss or damage; (ii) loss or damage arising from third party claims; (iii) loss of profit or goodwill suffered by Market User; or (iv) indirect or consequential loss or damage suffered by Market User as a result of using the Product.
- 10.5. Except as set out in these Terms of Use, all conditions, warranties and representations, express or implied by statute, common law or otherwise are expressly excluded to the fullest extent permitted by law.
- 10.6. Nothing in these Terms of Use shall operate to limit PPL or its supplier's liability for (i) fraud, or (ii) death and personal injury caused as a result of negligence on the part of PPL or its employees.

11. Termination

- 11.1. PPL reserves the right unilaterally to terminate at any time the provision of the Product to Market User and to deny access to the Product immediately for any reason, including but not limited to, Market User's abuse or misuse of the Product, as determined by PPL in its sole discretion.
- 11.2. Termination of these Terms of Use will not affect any obligations that accrue before such termination.

12. Severability and inconsistency

If any provision in these Terms of Use shall be unlawful, void or for any reason unenforceable, that provision shall be deemed severable from the rest of the Terms of Use and shall not affect the validity and enforceability of the remaining provisions.

13. Governing Law and Jurisdiction

These Terms of Use and all matters arising from or in connection with them shall 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.

14. Enforcement

The failure by either party to enforce any provision of these Terms of Use shall not be deemed as a waiver of the right to enforce such term or condition.

15. Applicable Service Levels

The following service levels apply to your use of the PPL Desktop in place of those set out in the Market User Agreement.

Incident Ticket resolution

Priority	Definition	Response Time Target SLA	Resolution Time Target SLA	Clock Timer
1	An issue with the Product that results in: - the inability for End Users to access the Product; or - the corruption of data.	30 minutes	8 hours	Business Hours
2	An issue with the Product that results in: key functionality of the Product being unusable / unavailable / malfunctioning, however, there is a workaround in place.	4 hours	2 days	Business Hours
3	A minor issue with the Product with minimal impact to an End User	8 hours	5 days	Business Days

Times are measured from the point the relevant issue is logged by PPL.

Service Requests

Priority	Definition	Response Time Target SLA	Resolution Target Time SLA	Clock Timer
1	Removal / disabling of End User access	2 hours	8 hours	Business Hours
2	Adding or amending a user account /team	8 hours	2 days	Business Hours
4	General 'How do I' requests from an End User	8 hours	3 days	Business Hours

Times are measured from the point the relevant issue is logged by PPL.

16. Minimum Technical Requirements

In order to be able to use the PPL Desktop Application, you need to satisfy the following minimum technical requirements. Users will require:

- An active Microsoft 365 licence with versions of Outlook and Teams that are currently supported by Microsoft (either installed applications or web versions)
- A Microsoft Active Directory account with Multi Factor Authentication enabled that matches their PPL Nextgen user account
- An active PPL Nextgen account
- Internet Access