

# E-Trade TOBA Addendum

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- 1.1** Robertson Low grants the Broker and its Users, subject always to the Terms of Use, a non-exclusive, non-transferable, licence to use the e-Trading Platforms for the purpose of obtaining quotes, effecting Contracts of Insurance or utilising the other functions made available to the Broker and the Users by the e-Trading Platforms. The Broker shall not use the e-Trading Platforms for any other purpose. Robertson Low may change the Terms of Use of the e-Trading Platform, in so far as such changes are required as a result of operational procedures or in response to security threats or risks.
- 1.2** The Broker is not permitted to:
- 1.2.1** copy, tamper with, alter, distribute or use any material or design contained within the e-Trading Platforms, or use the e-Trading Platforms for any other purpose, without Robertson Low prior written consent;
  - 1.2.2** post any material to the e-Trading Platforms which is obscene, defamatory, threatening, abusive or otherwise actionable at law or under regulation or which would constitute a criminal offence;
  - 1.2.3** interfere with or violate any security controls, attempt to access any network, service, data, or other system that the Broker or the Users are not authorised to access; probe, scan or test the vulnerability of any network, service, or system; attempt to breach any security or authentication measures, attempt to interfere with any service (including overloading, mail bombing, flooding, crushing, or any denial of service attacks, introduction of any malicious or monitoring code) or attempt to utilise another user's account.

The Broker shall procure that the Users comply with the terms of this clause 1 at all times as if they were party to it. The Broker shall maintain an up to date list of Users which must be made available to Robertson Low on request and shall notify Robertson Low as soon as possible when a User is no longer employed or engaged by the Broker or is otherwise no longer authorised to access the e-Trading Platform(s).

- 1.3** On registration, the Users will be provided with a username and password to access the relevant e-Trading Platform. Users shall keep passwords confidential at all times and shall not disclose pass-words to anyone or permit anyone else to use their username and password.

Robertson Low and Hiscox reserves the right to: immediately remove the access of any User to the relevant e-Trading Platform for operational or security reasons; suspend the operation of the e-Trading Platforms and cease access from any or all Users if required for emergency operational reasons including any suspected security breach; terminate the Broker's and the Users' access to the e-Trading Platforms if there is a breach of the Terms of Use relating to the security of the e-Trading Platform or any other misuse of the e-Trading Platform.

Robertson Low and the Broker shall each use reasonable endeavours to keep data exchanged with the other free from viruses and other malicious code, by at least maintaining up-to-date virus definitions on a commercial anti-virus product used within their own IT systems.

Robertson Low does not warrant that: the e-Trading Platforms supplied under these terms will operate with all the Broker's computing configurations or any third party platforms/software; or the use of the e-Trading Platforms will be uninterrupted or error free.

Robertson Low excludes, to the extent permitted by law, all warranties, representations and conditions relating to the e-Trading Platforms, including those implied by law, whether as to suitability, quality or fitness for any purpose or otherwise.

- 1.4** The Broker will indemnify Robertson Low, its officers and employees against any loss that they may suffer by reason of any breach by the Broker or the Users of this clause 1.

On registration, the Users will be provided with a username and password to access the relevant e-Trading Platform. Users shall keep passwords confidential at all times and shall not disclose pass-words to anyone or permit anyone else to use their username and password.

- 1.5** Robertson Low and Hiscox reserves the right to: immediately remove the access of any User to the relevant e-Trading Platform for operational or security reasons; suspend the operation of the e-Trading Platforms and cease access from any or all Users if required for emergency operational reasons including any suspected security breach; terminate the Broker's and the Users' access to the e-Trading Platforms if there is a breach of the Terms of Use relating to the security of the e-Trading Platform or any other misuse of the e-Trading Platform.
- 1.6** Robertson Low and the Broker shall each use reasonable endeavours to keep data exchanged with the other free from viruses and other malicious code, by at least maintaining up-to-date virus definitions on a commercial anti-virus product used within their own IT systems.
- 1.7** Robertson Low does not warrant that: the e-Trading Platforms supplied under these terms will operate with all the Broker's computing configurations or any third party platforms/software; or the use of the e-Trading Platforms will be uninterrupted or error free.
- 1.8** Robertson Low excludes, to the extent permitted by law, all warranties, representations and conditions relating to the e-Trading Platforms, including those implied by law, whether as to suitability, quality or fitness for any purpose or otherwise.
- 1.9** The Broker will indemnify Robertson Low, its officers and employees against any loss that they may suffer by reason of any breach by the Broker or the Users of this clause 1.