

## **RAC Broker Portal Terms of Use**

### **1. PLEASE READ CAREFULLY BEFORE USING RAC'S BROKER PORTAL**

- 1.1. This document sets out the terms and conditions subject to which RAC grant you a licence to log in and use RAC's Broker Portal.
- 1.2. By using RAC's Broker Portal, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.3. If you do not agree to these terms, you must not use RAC's Broker Portal.

### **2. WE MAY MAKE CHANGES TO THESE TERMS**

- 2.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 2.2. We will give you at least thirty (30) days' notice of any change by sending you an email with details of the change or notifying you of a change when you next use RAC's Broker Portal.
- 2.3. If you do not accept the notified changes you will not be permitted to continue to use RAC's Broker Portal.

### **3. RAC'S BROKER PORTAL RESTRICTIONS**

- 3.1. Except as expressly set out in this document or as permitted by any local law, you agree:
  - not to copy RAC's Broker Portal except where such copying is incidental to normal use of RAC's Broker Portal, or where it is necessary for the purpose of back-up or operational security;
  - not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify RAC's Broker Portal;
  - not to make alterations to, or modifications of, the whole or any part of RAC's Broker Portal, or permit RAC's Broker Portal or any part of it to be combined with, or become incorporated in, any other programs;
  - not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of RAC's Broker Portal or attempt to do any such thing;
  - not to provide or otherwise make available RAC's Broker Portal in whole or in part (including object and source code), in any form to any person without our prior written consent; and
  - to comply with all technology control or export laws and regulations that apply to the technology used or supported by RAC's Broker Portal.
- 3.2. You acknowledge that RAC's Broker Portal is hosted by, and contains content and software developed by, third parties subject to such terms as they publish from time to time ("**Third Party Terms**").
- 3.3. These Third Party Terms may include privacy policies in respect of how your data is hosted (including without limitation Microsoft Azure). In the event that you do or omit to do something that will cause us to breach the terms you shall be liable to us for all losses, liabilities, claims, damages, costs or expenses of whatever nature arising from your actions.

### **4. ACCEPTABLE USE RESTRICTIONS**

- 4.1. You must:
  - not use RAC's Broker Portal in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into RAC's Broker Portal.
  - not infringe our intellectual property rights (including without limitation our brand, trademarks, patents, know how or any of our confidential information) or those of any third party in relation to your use of RAC's Broker Portal;
  - not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of RAC's Broker Portal;

- not use RAC's Broker Portal in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not attempt to decipher any transmissions to or from the servers running RAC's Broker Portal.

## **5. WE MAY SUSPEND OR WITHDRAW USE OF RAC'S BROKER PORTAL**

- 5.1. We do not guarantee that the RAC's Broker Portal, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of RAC's Broker Portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 5.2. You are also responsible for ensuring that all persons who access RAC's Broker Portal are aware of these terms of use and that they comply with them.

## **6. YOU MUST KEEP YOUR LOGIN DETAILS SAFE**

- 6.1. You must keep your user identification code, password or any other piece of information provided to you as part of our security procedures safe and you must treat such information as confidential. You must not disclose it to any third party.
- 6.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use or the terms of business agreement between us.
- 6.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [brokersupport@rac.co.uk](mailto:brokersupport@rac.co.uk).

## **7. EVENTS OUTSIDE OF OUR CONTROL**

- 7.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**").
- 7.2. If an Event Outside Our Control takes place that affects the performance of our obligations under these terms and conditions:
- our obligations under these terms and conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - we will use our reasonable endeavours to find a solution by which our obligations under these terms and conditions may be performed despite the Event Outside Our Control.

## **8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 8.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.2. We exclude all implied conditions, warranties, representations or other terms that may apply to RAC's Broker Portal or any content on it.
- 8.3. We will not be liable to you 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, RAC's Broker Portal; or
  - use of or reliance on any content displayed on RAC's Broker Portal.
- 8.4. In particular, we 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.

## **9. UPLOADING CONTENT TO RAC'S BROKER PORTAL**

- 9.1. Whenever you make use of a feature that allows you to upload content to RAC's Broker Portal, you must comply with any content standards which are notified to and you warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

## **10. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

- 10.1. We do not guarantee that RAC's Broker Portal will be secure or free from bugs or viruses.
- 10.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 10.3. You must not misuse RAC's Broker Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to RAC's Broker Portal, the server on which Broker Portal is stored or any server, computer or database connected to RAC's Broker Portal. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use RAC's Broker Portal will cease immediately.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. You acknowledge that all intellectual property rights in RAC's Broker Portal, belong to us or our licensors.
- 11.2. You shall not acquire any right, title or interest in our intellectual property. Rights in RAC's Broker Portal are licensed (not sold) to you, and your rights to use RAC's Broker Portal is limited to the purpose dictated in the terms of business agreement between us.
- 11.3. You acknowledge that you have no right to have access to RAC's Broker Portal in source-code form. You must not use the brand or trademarks of RAC other than in accordance with the terms of business agreement between us.
- 11.4. If any actual or potential infringement of our intellectual property has resulted from your use of RAC's Broker Portal you shall indemnify us against all losses, costs, expenses and proceedings in connection with such actual or potential infringement.

## **12. TERMINATION**

- 12.1. We may terminate your use of RAC's Broker Portal by written notice to you if you commit a material or persistent breach of these terms of use and/or the terms of business agreement between us.
- 12.2. On termination for any reason you must immediately cease all activities authorised by these terms, including your use of RAC's Broker Portal.