

# GENERAL CONDITIONS OF USE FOR SMALL CLAIMS PORTAL

## EXPERT USERS

These conditions of use set out the terms and conditions on which an Expert User may access and use the Portal provided by Official Injury Claim Limited ("**OICL**"), a company incorporated in England and Wales, with company number 11752037 (the "**General Conditions of Use**").

By completing Registration (as defined below), the initial Admin User confirms that he or she has authority to bind the Expert User and acknowledges and agrees on behalf of the Expert User that these General Conditions of Use are legally binding on the Expert User and all Authorised Users.

OICL reserves the right to vary and amend these General Conditions of Use from time to time. Any amendments will be published on the OICL Website and the Expert User's continued use of the Portal will be taken as the Expert User's agreement to the current version of the General Conditions of Use.

### 1. Definitions

1.1 In these General Conditions of Use:

**"A2A"** means the method of messaging the Portal systems by means of an XML or other communication from one software application to another;

**"Access Details"** means the unique password and passphrase of each Authorised User, used in conjunction with the Authorised User ID, to gain web-based browser access to the password protected section of the Portal;

**"Admin User(s)"** means:

(i) where the Expert User is an individual medical expert, that individual; or

(ii) where the Expert User is an MRO, the senior employee of the MRO who has been authorised by the MRO to enter into these General Conditions of Use on behalf of the MRO and who shall have day-to-day responsibility for the administration of the Authorised Users' Access Details, Authorised User Accounts and Authorised User IDs and the on-boarding of Authorised Users, together with any other senior employees of the MRO who are subsequently so authorised following Registration;

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<b>“Affiliate”</b>	means any party involved in the provision of Services by or on behalf of OICL under these General Conditions of Use;
<b>“Anonymised Portal Data”</b>	has the meaning given in Clause 9.3;
<b>“Applicable Law”</b>	means all applicable statutory rules, regulations, instruments and provisions in force from time to time including the legally binding rules, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body to which a party is subject from time to time;
<b>“Authorised User”</b>	means the Admin User(s) and those employees or agents of the Expert User who have been authorised by an Admin User to access the Portal on behalf of the Expert User, using an Authorised User ID and the Access Details in accordance with Clause 4.6;
<b>“Authorised Account”</b>	<b>User</b> means the account established by OICL for an Authorised User on request by an Admin User, referable to their Authorised User ID, for the purpose of allowing an Authorised User to access the password protected section of the Portal;
<b>“Authorised User ID”</b>	means the unique identification reference given to each Authorised User, to be used in conjunction with the Authorised User’s Access Details to enable the Authorised User to gain web-based browser access to the password protected section of the Portal;
<b>“Business Day”</b>	means any day save for Saturday, Sunday and public holidays in England and Wales;
<b>“Business Hours”</b>	means the period from 9.00 am to 5.00 pm on any Business Day;
<b>“Civil Procedure Rules”</b>	means the procedural code relating to the conduct of civil litigation in England and Wales issued by the UK Ministry of Justice;
<b>“Claim”</b>	means a claim under and subject to the Pre Action Protocol, pursued by or on behalf of a Claimant via the Portal;
<b>“Claimant”</b>	means an individual who is the subject of a Claim;
<b>“Claims Data”</b>	means such information about a Claim as may be submitted via the Portal by or on behalf of a Claimant

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via the web based browser application or by A2A (as applicable) from time to time (including, but not limited to, any Personal Data of the Claimant);

<b>“Compensator”</b>		means the relevant insurance company or compensator against which a Claim brought by or on behalf of a Claimant is made via the Portal;
<b>“Data”</b>		means any data (including Claims Data), or any part of it, provided to You and Your Authorised Users by OICL via the Portal or otherwise in relation to the provision of the Services;
<b>“Data Protection Legislation”</b>	<b>Protection</b>	means the Data Protection Act 2018 and all other Applicable Law in the European Union and the UK from time to time relating to the Processing of Personal Data and privacy including (where applicable):  (i) the GDPR; and  (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
<b>“Data Subject”</b>		shall have the meaning set out in the Data Protection Legislation;
<b>“DSAR”</b>		has the meaning given in Clause 7.30;
<b>“Expert User” or “You” and “Your”</b>		means a MedCo accredited (i) individual medical expert or (ii) MRO, in each case that has been selected by or on behalf of a Claimant to prepare a medical report in connection with a Claim being pursued via the Portal;
<b>“Expert User Privacy Notice”</b>	<b>Privacy</b>	means the notice prepared by OICL containing the information it is required to provide to Authorised Users in connection with the Processing of their Personal Data by the Data Protection Legislation, <a href="#">available here</a> , (as may be amended by OICL from time to time);
<b>“GDPR”</b>		means the General Data Protection Regulation ((EU) 2016/679);
<b>“MedCo”</b>		means MedCo Registration Solutions, a company limited by guarantee, incorporated in England under company number 09295557;
<b>“MRO”</b>		means a medical reporting organisation;

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<b>“OICL Website”</b>	means <a href="http://www.officialinjuryclaim.org.uk">www.officialinjuryclaim.org.uk</a> or such other URLs as may be notified to Users by OICL from time to time, from which Expert Users will be provided with web-based access to the Portal;
<b>“Permitted Purpose”</b>	means: <ul style="list-style-type: none"><li>(a) the Registration by the Admin User and subsequent login of Authorised Users of the Portal on behalf of the Expert User;</li><li>(b) facilitating the instruction of the Expert User by a Claimant to prepare a medical report in connection with a Claim;</li><li>(c) the access to Claims Data by the Expert User (and its Authorised Users) for the purpose of preparing a medical report in connection with a Claim; and</li><li>(d) the sharing of a final medical report by the Expert User (or its Authorised Users on its behalf) with the relevant Claimant and Compensator via the Portal;</li></ul>
<b>“Personal Data”</b>	shall have the meaning set out in the Data Protection Legislation;
<b>“Portability Request”</b>	has the meaning given in Clause 7.30;
<b>“Portal”</b>	the OICL branded online application, including other applications and/or software (as modified by OICL from time to time), which shall provide the Expert User and its Authorised Users with web based browser and/or A2A means with which to access the Claims Data and use certain functionality for the Permitted Purpose;
<b>“Pre Action Protocol”</b>	means the relevant pre-action protocol and such related rules as may be established and amended from time to time by Parliament through the Ministry of Justice, applicable to claims that may be pursued via the Portal;
<b>“Process”</b>	shall have the meaning set out in the Data Protection Legislation and <b>“Processing”</b> or <b>“Processed”</b> shall be interpreted accordingly;
<b>“Professional User”</b>	means an organisation of claimant lawyers duly authorised to conduct litigation in England and Wales or other regulated claimant representatives duly

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authorised to conduct regulated claims management activity in England and Wales, in each case that represents Claimants and pursues Claims on behalf of such Claimants via the Portal;

- “Registration”** has the meaning given in Clause 4.1;
- “Regulatory Body”** means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to these General Conditions of Use;
- “Services”** means such services to be provided by or on behalf of OICL to the Expert User from time to time in accordance with these General Conditions of Use, as are necessary for, or ancillary to, the achievement of the Permitted Purpose;
- “System”** means the computer system (including any hardware and software) of the Expert User, used by Authorised Users to access the Portal and in the case of access by A2A only, this includes the “User Interface” as defined in Schedule 1); and
- “Tax”** means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them.

### 1.2 In these General Conditions of Use:

- (A) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include any subordinate legislation made from time to time under that statute or statutory provision;
- (B) references to “Clause” or “Clauses” are to clauses of these General Conditions of Use;
- (C) reference to any gender includes any other gender and the singular includes the plural and vice versa;
- (D) references to “**indemnity**” and “**indemnifying**” any person against any circumstances include indemnifying and keeping him harmless on an after-Tax basis from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or

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incurred by that person as a consequence of or which would not have arisen but for that circumstance;

- (E) any indemnity being given or assumed on an “**after-Tax basis**” means that the amount payable pursuant to such indemnity shall be calculated in such a manner as will ensure that, after taking into account:
- (i) any Tax required to be deducted or withheld from the payment;
  - (ii) the amount and timing of any additional Tax which becomes payable by the recipient of the payment as a result of the payment being subject to Tax in the hands of the recipient; and
  - (iii) the amount and timing of any Tax benefit which is obtained, by the recipient of the payment to the extent that such Tax benefit is attributable to the matter giving rise to the payment obligation,

the recipient of the indemnity payment is in the same position as it would have been in if the matter giving rise to the payment had not occurred (or, in the case of a payment obligation arising by reference to a matter affecting a person other than the recipient of the payment, the recipient of the payment and that other person are, taken together, in the same position as that in which they would have been had the matter giving rise to the payment obligation not occurred), provided that the amount of the payment shall not exceed that which it would have been if it had been regarded for all Tax purposes as received solely by the recipient and not any other person;

- (F) the headings are for ease of reference only and shall not affect the construction of these General Conditions of Use; and
- (G) the word “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.

## 2. **Acceptance of General Conditions of Use**

2.1 By using the Portal, You agree, represent and warrant that:

- (A) You have read and agree to be bound by these General Conditions of Use; and
- (B) You have the authority and capacity to agree to these General Conditions of Use.

## 3. **Conditions of access**

3.1 Your Authorised Users will be granted access to the password protected section of the Portal only upon the successful Registration with OICL by the initial Admin User and, subsequently, the opening of an Authorised User Account for such initial Admin User, in accordance with Clause 4 below.

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3.2 OICL shall have the absolute right (to the extent permitted by Applicable Law) to limit or withdraw, without liability, Your Authorised Users' access to the Portal at any time without reason and retrieve such information from any equipment used to access the Portal as OICL may deem necessary in order to:

- (A) comply with Applicable Law;
- (B) protect its security; or
- (C) enforce the provisions of these General Conditions of Use.

3.3 OICL shall use its reasonable endeavours to notify You before OICL withdraws Your Authorised Users' access to the Portal or as soon as reasonably practicable thereafter.

## 4. Registration

### *Authorised User Account*

4.1 Prior to Authorised Users being able to access the password protected section of the Portal, the initial Admin User must:

- (A) first register with OICL by following the on-screen instructions and completing the relevant application form ("**Registration**"); and
- (B) following completion of Registration, open an Authorised User Account for each other Authorised User (if applicable).

4.2 The Expert User is only permitted to complete a single Registration for the Portal, which shall be submitted by the initial Admin User.

4.3 By completing the Registration process and submitting the relevant application form, the initial Admin User confirms and agrees on behalf of the Expert User that:

- (A) all of the information relating to the Expert User and its Authorised Users (if applicable), provided by the initial Admin User as part of the Registration process is true, accurate and complete in all material respects;
- (B) the Expert User has not previously undertaken the Registration process for the Portal (or if the Expert User has done so, that all of its previous Authorised User Accounts have been deleted and the Expert User is therefore required to complete the Registration process again);
- (C) the Expert User is accredited by MedCo and has all regulatory, governmental or other permissions, consents, licences and authorisations that are required by Applicable Law in connection with the Expert User's preparation and submission via the Portal of medical expert reports for Claimants in connection with Claims and such permissions, consents, licences and authorisations are in full force and effect and any conditions relating to such requirements have been complied with;

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- (D) the initial Admin User has the authority of the Expert User to accept these General Conditions of Use on behalf of the Expert User; and
  - (E) the initial Admin User has full authority to manage the access rights of Authorised Users to the Portal and the Services in accordance with these General Conditions of Use.
- 4.4 Registration constitutes an offer from the initial Admin User (on behalf of the Expert User) to OICL to open an Authorised User Account for the initial Admin User and all Registrations are subject to acceptance by OICL.
- 4.5 OICL will (at OICL's sole discretion) confirm its acceptance of Registration via electronic communication in writing to the initial Admin User, following:
- (A) verification by OICL that the Expert User has not already completed Registration for the Portal (or if the Expert User has previously completed Registration, that it is required to re-register); and
  - (B) submission to OICL by the initial Admin User of all information required by the relevant Registration application form.

### ***Registration of Authorised Users***

- 4.6 Following confirmation of successful Registration, the initial Admin User may register such number of employees or agents of the Expert User as Authorised Users (including, where the Expert User is an MRO, the designation of additional Admin Users) as are reasonably required by the Expert User in connection with the Services.
- 4.7 Each Admin User confirms on behalf of the Expert User that it shall only register as Authorised Users individual employees or agents of the Expert User who have been authorised to (on behalf of the Expert User) and for whom it is necessary (for the purposes of their role at or on behalf of the Expert User) to access the Portal and use the Services.

## **5. Authority to act**

- 5.1 You warrant on a continuing basis that You:
- (A) are duly accredited by MedCo; and
  - (B) have all regulatory, governmental or other permissions, consents, licences and authorisations that are required by Applicable Law in connection with Your preparation and submission via the Portal of medical expert reports prepared for Claimants in connection with Claims and such permissions, consents, licences and authorisations are in full force and effect and any conditions relating to such requirements have been complied with.
- 5.2 In respect of each Claim in relation to which You prepare a medical expert report, You warrant that You have been instructed by and have all requisite authority required from

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the relevant Claimant (or legal representatives acting on such Claimant's behalf) to prepare such report.

### **6. Grant of licence**

- 6.1 Subject to Your full compliance with these General Conditions of Use, OICL hereby grants You a limited, revocable, non-exclusive, non-sublicensable and non-transferable personal licence to use web browser based access to the Portal only in accordance with these General Conditions of Use, and solely to the extent necessary for the Permitted Purposes, until such time as the agreement incorporating these General Conditions of Use is suspended or terminated, regardless of the cause. Any rights not expressly granted to You in these General Conditions of Use are reserved and retained by OICL and/or its third parties.
- 6.2 If the Expert User requires A2A access for its Authorised Users to the Portal, then such access is granted pursuant and subject to the terms of Schedule 1 of these General Conditions of Use and is governed by those terms in addition to the other terms of these General Conditions of Use.
- 6.3 You acknowledge and agree that other than in respect of data provided by You via the Portal, You have no interest in or right of ownership whatsoever (including any intellectual property right) in the Portal or any of its content and You acknowledge and agree that if any such right does arise You shall promptly on the written instruction of OICL assign or procure the assignment of such rights or ownership irrevocably to OICL (or such other party or parties nominated by OICL).
- 6.4 The Expert User (though its Authorised Users) shall only be permitted to view and use Claims Data via the Portal that relates to Claim(s) in relation to which the Expert User has been instructed by the relevant Claimant to prepare a medical expert report and such Claims Data may be used by the Expert User (and its Authorised Users) solely for the purpose of preparing such report. If the Expert User or an Authorised User receives any Claims Data or other information via the Portal that does not relate to the Expert User or such Claim(s), the Expert User shall notify OICL as soon as practicable on becoming aware of this (but in any event within 12 hours) and immediately delete from its System any such data and other information that has been downloaded via the Portal.
- 6.5 All intellectual property rights in the Portal are either owned by or licensed to OICL and nothing herein shall constitute an assignment, transfer or vesting of such intellectual property rights in or to the Expert User (or any Authorised User). You shall not do (and shall procure that Your Authorised Users do not do) anything that may be considered an infringement of the intellectual property rights owned by and/or licensed to OICL as set out herein and You shall not (and shall procure that Your Authorised Users shall not) use the name, trademark or logo of OICL or the Portal without the prior written consent of OICL.

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### **7. Expert User's obligations when accessing the Portal**

- 7.1 You acknowledge and agree that access to and use of the Portal by Your Authorised Users is subject to Your and Your Authorised Users' continued compliance with these General Conditions of Use.
- 7.2 You shall immediately inform OICL of any breach by You (or any of Your Authorised Users) of these General Condition of Use.

#### ***Expert User's conduct whilst using the Portal***

- 7.3 You are fully responsible for ensuring, and shall ensure, that all information entered into or uploaded to the Portal by Your Authorised Users is accurate, complete and lawful. You will notify the relevant Claimant and Compensator promptly (and in any event within seven days) if You reasonably believe that the Portal appears to contain an error or on becoming aware of any information that would render any information that You previously supplied via the Portal to be untrue, inaccurate or misleading in any respect. You hereby acknowledge and agree that after such information is submitted via the Portal it cannot be edited or amended and OICL shall have no liability whatsoever in relation to any inaccuracies, incompleteness and unlawfulness.
- 7.4 You will ensure that Your Authorised Users do not access the Portal from another country if it is not permissible to do so in that country, and acknowledge that it is Your responsibility to check the legal position in other countries. If Your Authorised Users access the Portal from a country outside the United Kingdom, or any country which limits electronic communications of the kind contained in the Portal, You are responsible for complying with the local laws of that country and agree that You will indemnify OICL on an after-Tax basis against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against OICL as a result of Your (or any Authorised User's) failure to comply with this obligation.
- 7.5 You are responsible for any third party service (including but not limited to 'internet service providers') through which Your Authorised Users access the Portal, including compliance with any terms and conditions applicable to, and payment of any charges connected with, any such service.
- 7.6 You are responsible for ensuring Your compliance (and the compliance of Your Authorised Users) with any legal processes and procedures relating to Claims (including but not limited to those set out in the Civil Procedure Rules) and OICL shall not advise You or Your Authorised Users in respect of issues relating to compliance with such legal processes and procedures.
- 7.7 You will not (and shall procure that Your Authorised Users do not) access the Portal or use the Data in any way for the provision of commercial services, other than the preparation and submission via the Portal of medical expert reports in connection with Claims, on the instruction of Claimants.

#### ***System requirements***

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- 7.8 It is Your responsibility to ensure that Your System (including any used by Your Authorised Users to access the Portal) is at all relevant times compatible with and appropriate for the purpose of accessing the Portal and You shall employ reasonable information technology related competency, skill and knowledge in relation to Your Authorised Users' access to the Portal. OICL shall have no liability whatsoever to You, Your Authorised Users or any third party for any losses which may arise from a failure by You to comply with this obligation. Additional conditions applicable to Your System for A2A access to the Portal are set out in Schedule 1.
- 7.9 You are responsible for checking the OICL Website for announcements made by OICL relating to changes to the Portal, the Services, these General Conditions of Use ("**Changes**") and for ensuring Your compliance (and that of Your Authorised Users) and System, at Your cost, with any such Changes.
- 7.10 You are responsible for applying and maintaining good industry practice in relation to your IT systems to ensure that Your System (including any used by Your Authorised Users to access the Portal) is free of any computer virus or other harmful code and adequately maintained in every way. OICL will not accept any message or instruction that is sent using the Portal if the message or instruction contains a computer virus or other harmful code and these will be deleted. If such a message is falsely transmitted because of a breach of this condition by You or any Authorised User, then You shall be fully liable for any resulting loss and shall indemnify OICL and its Affiliates on an after-Tax basis for any resulting loss suffered by them.

### ***Authorised User Account and security***

- 7.11 Unless expressly permitted in these General Conditions of Use, You shall not permit any person other than Your Authorised Users to access or use the Portal through Your System and You and Your Authorised Users shall comply with all relevant security procedures notified to You by OICL from time to time. OICL shall have no liability whatsoever to You, Your Authorised Users or any third party for any losses which may arise from a failure by You or Your Authorised Users to comply with this obligation.
- 7.12 To enable Your Authorised Users to access and use the Portal, each Authorised User must correctly identify themselves using their Authorised User ID and Access Details. You agree that OICL is entitled to rely on the use of the Authorised User ID and Access Details as adequate identification of Your Authorised Users.
- 7.13 You shall procure that all Authorised Users comply with these General Conditions of Use (to the extent applicable) as if they were the Expert User and You shall remain primarily liable for any failure of any such Authorised User to do so.
- 7.14 You must ensure that at all times there is at least one designated Admin User authorised to act on Your behalf. The Admin User(s) shall be responsible for ensuring that Authorised Users keep their Authorised User ID and Access Details secure. If an Admin User believes that someone who is not an Authorised User has obtained possession of an Authorised User ID and Access Details, the relevant Admin User must immediately contact [customer.service@test-service.uk](mailto:customer.service@test-service.uk). OICL shall have no liability whatsoever to the Expert User, its Authorised Users or any third party for any losses (whether direct, indirect or

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consequential) caused by the use of an Authorised User ID and Access Details by persons who are not Authorised Users.

- 7.15 Authorised Users will be offered three attempts to enter their Authorised User ID and Access Details correctly when attempting to login to the Portal. If this information is entered incorrectly more than three times, the Authorised User's rights to use the Portal may be temporarily suspended and their account temporarily disabled by OICL.
- 7.16 You shall not use (and shall procure that Your Authorised Users do not use) any part of any infrastructure, network and/or communication devices or links relating to the Portal for purposes other than the Permitted Purpose.
- 7.17 The Expert User shall, and will procure that its Authorised Users shall, adhere at all times to any lawful instructions received from OICL in relation to its use of the Portal and the Data and shall respond to any enquiries from OICL relating to its access to and use of the Portal and the Data within 24 hours.
- 7.18 You shall not use (and shall procure that Your Authorised Users do not use) the Portal to engage in any conduct that could reasonably be expected to have a detrimental effect on the reputation of OICL or the Portal or do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal.
- 7.19 Each Admin User acknowledges that they are responsible for all use made of the Portal by Authorised Users on behalf of the Expert User, under an Authorised User ID and shall procure that:
- (A) access to the Portal is limited to Authorised Users who have familiarised themselves with these General Conditions of Use and have received training on the use of the Portal;
  - (B) all Authorised Users comply with all security procedures notified to the Admin User(s) by OICL from time to time;
  - (C) the Admin User(s) will set passwords for Authorised Users at appropriate levels of security and when required will re-set passwords for Authorised Users;
  - (D) that the credentials of any Authorised User who ceases to be authorised by the Admin User to use the Portal are disabled immediately upon such authority being withdrawn;
  - (E) regular reviews are conducted at a minimum of one review every three months of the requirement for each Authorised User to access the Portal (the "**Quarterly Reviews**") and that the credentials of any Authorised User who no longer requires access are disabled immediately (and in any event within two Business Days following completion of the relevant Quarterly Review);
  - (F) the Authorised Users keep their Authorised User IDs and Access Details in a secure place and these are not disclosed to any person other than the relevant Authorised User and the Admin User(s); and

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- (G) Authorised Users do not leave their computer (or any other device) unsecured while connected to the Portal,

and OICL will not be liable for any consequences of failure by the Expert User or its Authorised Users to comply with the foregoing provisions.

- 7.20 You shall allow OICL or our appointed agents access to any of Your premises, relevant records, personnel, equipment and systems (including Your System) as may be reasonably required by OICL to carry out an audit, in order that OICL can verify Your compliance (and that of Your Authorised Users) with these General Conditions of Use. OICL will use reasonable endeavours to minimise any disruption to You or Your business during conduct of an audit and OICL will provide You with at least 5 Business Days' written notice of an audit unless such audit is conducted in respect of a suspected fraud or material breach of these General Conditions of Use, in which event no notice shall be required.

### ***Your data protection obligations***

- 7.21 Prior to your Authorised Users entering the Personal Data of a Claimant or any other individuals into the Portal, you shall ensure that you have identified and documented a lawful ground for Your Processing of such Personal Data in accordance with Data Protection Legislation. You acknowledge that You are the controller (as defined in Data Protection Legislation) in relation to any Personal Data You submit via the Portal and that You will comply with Your own obligations under the Data Protection Legislation.
- 7.22 You shall (and shall procure that Your Authorised Users shall) comply with Applicable Law (including Data Protection Legislation) in relation to any Data that You or Your Authorised Users receive as part of their use of the Portal or the Services.
- 7.23 You shall not (and shall procure that Your Authorised Users shall not) attempt to access, use or otherwise Process any Data for any purpose other than a Permitted Purpose or in any manner incompatible with the Permitted Purposes.
- 7.24 You shall not (and shall procure that Your Authorised Users shall not) use for purposes other than the Permitted Purpose any part of any infrastructure, network and/or communication devices or links relating to the Portal and You will implement and maintain appropriate technical and organizational measures to ensure Data is kept secure in accordance with Applicable Law which, for the avoidance of doubt, includes the Data Protection Legislation.
- 7.25 You will inform OICL immediately as soon as You become aware of, or reasonably suspect, any unauthorised use and/or disclosure of any Data.
- 7.26 If the Expert User (or any Authorised User) becomes aware that an Authorised User has made a mistake and has made available to a Claimant (and/or its legal representatives) or a Compensator a medical report that does not relate to their Claim, the Authorised User shall immediately inform OICL and the affected persons of such mistake.
- 7.27 In relation to third parties, You will (and will procure that Your Authorised Users will):

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- (A) not transfer Data to any third party who is not strictly required to receive that Data for the Permitted Purpose;
  - (B) not permit any third party to access the Portal or the Data who is not strictly required to receive such access for the Permitted Purpose; and
  - (C) put appropriate safeguards, including contractual obligations, in place to ensure that where You or Your Authorised Users transfer Data to, or permit access to the Portal or Data by, third parties in accordance with this Clause 7.27, any such third party will comply with Applicable Law (including Data Protection Legislation).
- 7.28 You shall not (and shall procure that Your Authorised Users do not) create any database from the Data received via the Portal or derived from such Data for any other purpose other than the Permitted Purpose.
- 7.29 If either party receives a request from an individual regarding the Personal Data it holds about that individual on the Portal in connection with the Services, that party will notify the other party as soon as practicable of the request and discuss with the other party how to deal with it (including in respect of how OICL may charge for the costs incurred and time spent in responding to any such requests).
- 7.30 Subject to Clause 7.31, if OICL receives a request from an individual, which includes, for the avoidance of doubt, a Data Subject Access Request (“**DSAR**”) and a Personal Data portability request (“**Portability Request**”), regarding Personal Data entered by Your Authorised Users in the Portal or Processed by You or Your Authorised Users in connection with the Services, You and Your Authorised Users will provide reasonable support to OICL in managing and complying with the request.
- 7.31 If a Data Subject submits a request for rectification to OICL in relation to Personal Data entered on the Portal by Your Authorised Users, OICL will notify You and You will be responsible for considering the validity of the request and (where appropriate) You will be responsible for complying with the request. You will notify OICL of the decision You have taken in relation to the validity of the request within 15 days of OICL passing the request to You which shall include a written justification for such decision; and
- (A) if You consider the request to be valid, You will submit a rectification via the Portal and OICL shall communicate Your decision to the relevant Data Subject; or
  - (B) if You consider the request to be invalid, OICL shall communicate Your decision to the Data Subject and You will take no further action.

## 8. The Portal

- 8.1 The Portal enables the Expert User (through its Authorised Users) to communicate electronically with Claimants and Compensators pursuant to the Civil Procedure Rules for the Permitted Purpose. OICL makes no representation or warranty that the Portal is compliant with the Civil Procedure Rules.

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- 8.2 Nothing contained on the Portal constitutes or is intended as a recommendation or as advice or an advertisement, inducement or offer of any kind.
- 8.3 The Portal is provided on an "as is" and "as available" basis. OICL does not warrant or guarantee the availability of access to the Portal, the Services or the provision of Data (or any of them) and (without prejudice to any other right or remedy OICL may have), OICL reserves the right to withdraw the Portal, the Services and the provision of Data (or any of them) without notice to You at any time and at OICL's absolute discretion, including (without limitation) in order to undertake maintenance of the OICL Website, in the event of a network failure or for compliance or security reasons.
- 8.4 OICL reserves the right to alter or modify the provision to the Expert User (and its Authorised Users) of access to the Portal or the Services or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend the Portal or the Services.
- 8.5 OICL shall not have any liability to an Expert User (or any Authorised User) for any non-availability or interruption in the operation of the Portal or for any failure or delay of a communication which is beyond OICL's direct and reasonable control. It is Your responsibility and that of Your Authorised Users to ensure that any communications are sent in sufficient time to be received within any applicable deadlines.

### **9. Collection and use of data by OICL**

- 9.1 Subject to Clause 9.2, use of the Portal may involve the collection by OICL of information submitted by or relating to You and your Authorised Users, including:
- (A) in order to deal with any enquiry relating to use of the Portal;
  - (B) in order to administer and/or manage our relationship with You and your Authorised Users;
  - (C) in order to conduct quality assurance and compliance monitoring;
  - (D) in order to conduct maintenance of the Portal;
  - (E) in order to audit and analyse how the Portal (or any part of it) is being used;
  - (F) in order to conduct such investigations as may be required to protect the reputation of the Portal;
  - (G) where OICL (in its sole discretion) considers appropriate, in order to co-operate with enquiries from parties that have an interest in the Portal (including, for the avoidance of doubt, UK governmental authorities and regulatory bodies); and
  - (H) where the information is Personal Data, for the purposes described in our Expert User Privacy Notice.

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- 9.2 OICL will Process any Personal Data submitted by your Authorised Users via the Portal in accordance with Data Protection Legislation.
- 9.3 Subject to Clause 9.4, OICL will make available to Compensators and Professional Users certain anonymised statistical data relating to the use of the Portal (the “**Anonymised Portal Data**”).
- 9.4 OICL will determine the means of making the Anonymised Portal Data available and may (in its sole discretion) at any time suspend or cease to provide the Anonymised Portal Data (or any part of it) to Compensators and Professional Users, or change the scope of Anonymised Portal Data that OICL makes available to Compensators and Professional Users.
- 9.5 Any Anonymised Portal Data made available by OICL to Compensators and Professional Users is provided for their information purposes only and OICL makes no representation or warranty (express or implied) as to the accuracy, adequacy, completeness or fairness of any Anonymised Portal Data provided to Compensators and Professional Users and, so far as permitted by law, no responsibility or liability whatsoever is accepted by OICL for the accuracy or sufficiency of the Anonymised Portal Data or for any errors, omissions or misstatements relating thereto.

## 10. Complaints

- 10.1 If You need to make a complaint to OICL in connection with Your (or Your Authorised Users’) use of the Portal or the Services, You are able to do so by (i) filling in the form on the “Contact Us” page of the OICL Website, (ii) over the phone, (iii) by email or (iv) in a letter, using the following details:

Telephone: 0800 118 1631

Monday to Friday: 8:00am - 8:00pm

Saturday: 8:00am - 5:00pm

Sunday & bank holidays: Closed

Email: [customer.service@officialinjuryclaim.org.uk](mailto:customer.service@officialinjuryclaim.org.uk)

Postal address: Customer Service, Official Injury Claim Limited, Linford Wood House, 6-12 Capital Drive, Milton Keynes, MK14 6XT

- 10.2 Once OICL receives Your complaint, it will be investigated and OICL will write to You with its findings. OICL aims to respond to all complaints received within 14 days, but in more complex cases may need more time to investigate. Where more time is needed, OICL will keep You up to date with progress and will respond to Your complaint within eight weeks. If You are unhappy with the way that Your complaint is handled, You may ask for it to be escalated and reviewed at a higher level.

## 11. Limitations of liability and indemnity

- 11.1 Except as expressly set out in these General Conditions of Use, warranties and representations whether express or implied by statute, common law or otherwise in

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relation to the use of the Portal by any Expert User (and its Authorised Users) in accordance with these General Conditions of Use, are excluded to the full extent permitted by law.

- 11.2 Each Expert User is responsible for the information its Authorised Users make available through the Portal and OICL makes no representation or warranty as to the correctness, completeness, availability, suitability, ownership or usefulness (for a specified purpose or otherwise) of any of the information on or provided to the Expert User or its Authorised Users via the Portal (including the Data).
- 11.3 OICL will not accept liability for any claims by an Expert User or Authorised User for damages or loss arising from inaccurate records kept by the Expert User or Authorised User. You and Your Authorised Users are at all times responsible for informing OICL of any errors or omissions in, or caused by, your use of the Portal immediately after you become aware of them.
- 11.4 The Expert User is selected and engaged by or on behalf of a relevant Claimant, to prepare a medical report in connection with their Claim. You hereby acknowledge and agree that OICL is not responsible for instructing the Expert User and shall in no circumstances be in any way liable for any payment due to the Expert User by way of remuneration for the preparation of a medical report in connection with a Claim.
- 11.5 OICL is not responsible for and shall in no circumstances be in any way liable for any action or omission of an Expert User once selected by or on behalf of a Claimant via the Portal to prepare a medical report in connection with a Claim, or the standard of service provided by any such Expert User in preparing their report.
- 11.6 If the Portal is unavailable for use by the Expert User (or any of its Authorised Users), such unavailability shall not relieve the Expert User (or its Authorised Users) from their obligations under the Civil Procedure Rules. It is the Expert User's responsibility to agree an alternative means of communicating with and providing their medical report to the relevant Claimant (and/or its legal representatives) in the case of such a failure of the Portal and OICL shall have no liability to the Expert User, any Authorised User, the relevant Claimant, the relevant Compensator or any third party in respect of the Expert User's failure to comply with such obligation.
- 11.7 OICL shall not be liable for any defects in any network, direct or indirect failure of any power supplies, equipment, data Processing and communication systems or transmission links outside their control (including any middleware implemented by any Expert User or Authorised User or a third party on behalf of an Expert User or Authorised User).
- 11.8 To the fullest extent permitted by law and without prejudice to any other rights available to OICL, You hereby agree to indemnify OICL and its directors, officers, employees, licensors and agents on an after-Tax basis from and against, and agree to pay on demand, any and all losses, liabilities, damages, costs and expenses (including legal fees on a full indemnity basis) incurred by or awarded against any of them, to the extent that they are the result of:

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- (A) the misuse or loss by You or any of Your Authorised Users of their Authorised User ID or Access Details;
- (B) abuse or misuse by You or any of Your Authorised Users of the Portal in any form;
- (C) any breach by You or any of Your Authorised Users of these General Conditions of Use;
- (D) Your or any of Your Authorised Users' failure to comply with Applicable Law (including Data Protection Legislation); or
- (E) You or any of Your Authorised Users Processing Data outside the UK,

save to the extent that any such liability is caused by breach of these General Conditions of Use by OICL or negligence wholly attributable to OICL.

11.9 Subject to Clause 11.10, neither OICL nor its directors, officers employees, licensors and agents shall be liable to any Expert User or Authorised User in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages whether direct or indirect arising out of or in connection with the use of the Portal or otherwise in connection with these General Conditions of Use:

- (A) loss of profit;
- (B) loss of business;
- (C) loss of data;
- (D) loss of use of equipment or process;
- (E) loss of anticipated savings;
- (F) lost management time;
- (G) lost investment opportunity or goodwill;
- (H) loss resulting from any use of the Portal that is not authorised pursuant to these General Conditions of Use;
- (I) loss arising due to a failure by You to upgrade and maintain Your System and keep it compliant with the requirements of these General Conditions of Use; or
- (J) any indirect, special or consequential loss or damage howsoever caused even if OICL has been advised of the possibility of such losses or damage in advance.

11.10 OICL does not exclude or restrict its liability for death or personal injury arising as a result of its negligence or fraud (including fraudulent misrepresentation) or to the extent such liability cannot be excluded or otherwise restricted by Applicable Law.

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11.11 Subject to Clause 11.10, the maximum aggregate liability of OICL under or in connection with these General Conditions of Use in respect of all claims by the Expert User giving rise to the liability of OICL (whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise) arising in connection with a Claim shall not exceed the amount of any fee paid or payable to the Expert User in consideration for the Expert User's preparation (on the instructions of the relevant Claimant) of a medical report in connection with such Claim.

### 12. Suspension by OICL

12.1 Subject to Clause 12.2, if OICL knows or has reasonable grounds to suspect that the Expert User (or any of its Authorised Users) has committed or is intending to commit a breach of these General Conditions of Use, OICL may, in its absolute discretion, suspend the Expert User's use of the Portal and Services or any one or more Authorised User Accounts of its Authorised Users:

- (A) immediately without notification to the Expert User or its Authorised Users, where such suspension is reasonably required in order to protect the Portal and the Services;
- (B) where the breach is not capable of remedy or the breach is so serious or significant as to justify, acting reasonably, immediate suspension provided that OICL shall notify the Expert User of such suspension as soon as reasonably practicable thereafter; or
- (C) if OICL notifies the Expert User in writing that it knows or has reasonable grounds to suspect that the Expert User (or any of its Authorised Users) has committed a breach or is intending to commit a breach and requiring the breach be remedied within a defined period and if the Expert User does not remedy the breach (or procure that the relevant Authorised User remedies the breach) within that period.

12.2 OICL may suspend the Authorised User Accounts of Authorised Users in accordance with Clause 12.1 until such time as arrangements have been made by the Expert User to OICL's reasonable satisfaction for remedying the relevant actual or suspected breach.

### 13. Termination by OICL

13.1 OICL may terminate any agreement incorporating these General Condition of Use:

- (A) forthwith on written notice to the Expert User, if the provision by OICL of the Portal and Services is discontinued for any reason whatsoever;
- (B) forthwith on written notice to the Expert User, if the Expert User ceases to be accredited by MedCo; and
- (C) forthwith in the event of any change in Applicable Law or court order or threatened court order or proceedings or threat of proceedings that materially impairs OICL's ability to provide the licenses, Services or access described in these General Condition of Use.

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- 13.2 OICL may delete an individual Authorised User Account if the relevant Authorised User has not accessed or taken any steps within the Portal for a period in excess of 12 months and there are no open Claims attributed to that Authorised User Account.

### **14. Termination by Expert Users**

- 14.1 Subject to Clause 14.2, the Expert User may terminate its (and its Authorised Users') use of the Portal by:

- (A) first notifying MedCo in writing that the Expert User no longer wishes to accept any further instructions from Claimants via the Portal; and
- (B) subsequently providing OICL with written notice of the termination by email in accordance with Clause 19.2(B).

- 14.2 Following the delivery of a written notice to OICL in accordance with Clause 14.1(B), the termination of use of the Portal by the Expert User (and its Authorised Users) shall have effect from the date that there cease to be any open Claims attributed to the Authorised User Accounts of the Expert User's Authorised Users.

- 14.3 On termination the Expert User shall procure that all its Authorised Users cease all further access to the Portal and Services.

- 14.4 The termination of use of the Portal by the Expert User (and its Authorised Users) shall not affect any data that has already been submitted via the Portal by the Expert User's Authorised Users.

### **15. Consequences of termination**

- 15.1 Following termination or expiry of an agreement incorporating these General Conditions of Use:

- (A) the Expert User (and its Authorised Users) will no longer have the right to access the Portal or Services;
- (B) OICL shall continue to comply with Data Protection Legislation in relation to any data submitted via the Portal by the Expert User's Authorised Users that OICL retains on the basis described and for the purposes outlined within the Expert User Privacy Notice;
- (C) OICL and the Expert User shall co-operate in good faith to agree and comply with an exit plan detailing any practical arrangements which are necessary and reasonable in the circumstances to close the Authorised User Accounts of the Authorised Users of the Expert User;
- (D) the accrued rights, remedies, obligations and liabilities of the Expert User and OICL as at termination shall not be affected, including the right to claim damages in respect of any breach of an agreement incorporating these General Conditions of Use which existed at or before the date of termination; and

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- (E) clauses of these General Conditions of Use which expressly or by implication have effect after termination shall continue in full force and effect.

### 16. Force Majeure

OICL shall not be liable to the Expert User for any failure or delay in performing its obligations under these General Conditions of Use which is due to any cause beyond OICL's reasonable control (OICL having used its reasonable endeavours to remove or avoid such cause) including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

### 17. Assignment and Subcontracting

17.1 The Expert User (and its Authorised Users) shall not assign, sub-contract or transfer any of its rights or obligations under these General Conditions of Use without the prior written consent of OICL, such consent not to be unreasonably withheld or delayed.

17.2 OICL may at any time assign, transfer, novate, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights, remedies, powers, duties and obligations under these General Conditions of Use, and may subcontract or delegate in any manner any or all of its obligations under these General Conditions of Use, to any third party, without the consent of the Expert User.

### 18. Variations

18.1 OICL may change these General Conditions of Use from time to time. Such changes will be notified to the Expert User and its Authorised Users via the OICL Website and at its Authorised Users' next log-in to the Portal. The continued use of the Portal by any of the Expert User's Authorised Users will be deemed as the Expert User's acceptance of such amended General Conditions of Use.

18.2 OICL shall give the Expert User advance written notice (via announcements on the OICL Website) of any material changes to the General Conditions of Use or the Portal or Services as OICL deems adequate to allow the Expert User to implement such changes as may be necessary to ensure its compliance (and that of its Authorised Users).

### 19. Notices

19.1 Any notice to be delivered by OICL to an Expert User under or in connection with these General Conditions of Use shall be in writing and shall be:

- (A) sent by email to the email address provided by the initial Admin User during Registration (or such other email address as may be associated with an Admin User from time to time, following an update by the Admin User of this contact information); or

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- (B) provided to the Admin User via a pop-up or click-through screen upon their next login to the Portal.
- 19.2 Any notice to be delivered to OICL under or in connection with these General Conditions of Use shall be in writing and shall be:
- (A) delivered by hand or by pre-paid first-class post or other next Business Day delivery service to The Company Secretary, Official Injury Claim Limited, Linford Wood House, 6-12 Capital Drive, Milton Keynes, MK14 6XT or such other address as OICL may notify to Expert Users from time to time; or
  - (B) sent by email to [companysecretary@mib.org.uk](mailto:companysecretary@mib.org.uk) or such other email address as OICL may notify to Expert Users from time to time.
- 19.3 Any notice shall be deemed to have been received:
- (A) if delivered by hand, at the time the notice is left at the proper address;
  - (B) if sent by pre-paid first-class post, at the expiration of two clear days after the time of posting;
  - (C) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, it shall be deferred until Business Hours resume; or
  - (D) if provided to an Admin User via a pop-up or click-through screen, upon the Admin User logging into the Portal.

## 20. General provisions

- 20.1 No conduct or delay by OICL in exercising a right or remedy shall be taken as a waiver or variation of any of its rights or remedies unless OICL waive or vary such right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights or remedies in respect of any other matter.
- 20.2 If any of the provisions of these General Conditions of Use is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these General Conditions of Use shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 20.3 Nothing in these General Conditions of Use shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 20.4 Nothing in these General Conditions of Use will require either party to be in breach of Applicable Law.
- 20.5 Nothing in these General Conditions of Use should be construed as indicating or giving rise to a joint venture or partnership.

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20.6 These General Conditions of Use and any documents referred to in them constitute the entire agreement between the parties and supersede all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that, in agreeing to these General Conditions of Use, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently), other than as expressly set out herein.

### **21. Governing law and jurisdiction**

These General Conditions of Use shall be subject to and construed in accordance with the law of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.

**Schedule 1**

**A2A User Terms**

The terms and conditions in this Schedule apply to any A2A related access by Authorised Users (on behalf of the Expert User) to the Portal and apply to such A2A access in addition to the terms in the front end of the General Conditions of Use.

**1. Definitions**

For the purposes of this Schedule, the following capitalised words and expressions have particular meanings, as follows:

**“API”** means the application user interface specification published for the Portal as issued by OICL to the Expert User from time to time, in such form as OICL may decide; and

**“Change”** has the meaning given in paragraph 4.2 below; and

**“User Interface”** means the Expert User’s custom user interface that allows its Authorised Users to connect to the API.

**2. Confirmation**

You agree that You and Your Authorised Users have no rights, other than those described in paragraph 3 of this Schedule, to use the API and You expressly agree not to modify, translate, adapt, reverse engineer, decompile or disassemble the source code and or object code comprising the Portal.

**3. Permission to access the API and use the User Interface**

Subject to these General Conditions of Use, OICL grants the Expert User a revocable, non-exclusive, non-transferable licence (without the right to sublicense this right) to download or otherwise receive the API and use the User Interface to access the Portal for all or any of the following purposes:

(A) the development and testing of the User Interface; and

(B) connecting its Authorised Users to the Portal through the User Interface,

provided, however, that OICL reserves the right to revoke the licenses at sub-paragraphs (A) and (B) if the Expert User or any Authorised User fails to comply with these General Conditions of Use.

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### 4. Your System

- 4.1 As of the date on which the initial Admin User completes the Registration process and agrees on Your behalf that these General Conditions of Use are legally binding on You and all Your Authorised Users, You represent and warrant that the User Interface You have developed conforms to the API. On the basis of such representation and warranty OICL grants you permission to use the User Interface to connect to the Portal on the licence terms herein subject to the remaining provisions of this paragraph 4. You are responsible for ensuring on an ongoing basis that Your System is compatible with the Portal and with such technical specification as OICL may issue to you relating to system interoperability in order for Your System to obtain or maintain OICL approval.
- 4.2 You agree and understand that OICL, its licensors or persons working on its behalf, may from time to time change, modify, enhance or replace the Portal, the API or other related systems in a way that impacts Your User Interface (each a "**Change**"). OICL agrees to use reasonable efforts to provide You with reasonable notice of such Changes. You shall bear the sole responsibility and expense of making any changes to Your User Interface that are necessary as a result of these Changes. You agree to implement any changes required and described by written notice from OICL in the manner and within the time limits provided for in any such notice and in accordance with any testing and conformance requirements as may be specified by OICL from time to time.
- 4.3 The Expert User must ensure that its development of the API is compliant at all times with any technical specifications published by OICL on the OICL Website (as may be amended or updated from time to time). OICL reserves the right to suspend Your Authorised Users' A2A access to the Portal in the event of noncompliance with such technical specifications and (without prejudice to this right) may require You to take steps to rectify Your development to bring it within the technical specifications.
- 4.4 OICL will from time to time publish training guides, technical specifications for the API and other relevant information on the OICL Website. You must familiarise yourself with these documents and ensure that Your use of the system is at all times fully in compliance with such documents. You are responsible for checking the OICL Website for announcements made by OICL relating to changes to such documents.