



Terms and conditions of use

These terms and conditions ("Terms") set out the basis upon which Miller Insurance Services LLP (Miller) will provide the Service (as set out below) to you and your responsibilities as a user of the Website.

These Terms are important and affect your rights and obligations. Therefore, you should read these Terms before accepting them. These Terms are legally binding on you once accepted. From time to time, we may change, alter or modify these Terms. Accordingly, any changes, alterations or modifications will be notified to you in advance. You will not need to expressly accept these changes as you hereby agree that any use by you of the Website after any such changes, alterations or modifications have been posted shall be deemed to indicate your agreement to them. If you do not agree to the modified terms, you should cease use of the Website.

"Service" means the services provided by us through the Website as set out in the section "The Service" below.

"Website" means the Website located at <http://www.miller-onlineservices.com>.

The service

The Website provides an electronic facility to access information concerning your business with Miller including documents and financial transactions.

We do not guarantee availability of the Service 24 hours per day, seven days a week and as a result you should not rely on its availability.

The Service is provided free of charge, in return for your agreement to these Terms, which are intended to protect both our investment in the Service and the goodwill and reputation of Miller's business.

We reserve the right to amend, vary, change and suspend the Service at any time and for any reason. However, as far as is reasonably possible, we will endeavour to give you advance notice of our intention to do so.

Information, including any insurance or financial information, viewable by you on the Website is provided for information only, and does not constitute an offer by us to sell (or the solicitation of an offer to purchase) insurance or any other financial services, nor is it intended to constitute advice of any kind whatsoever on which you may rely. Insofar as any advice does appear, it is intended as a recommendation only and no warranties whatsoever are provided in respect of it; for the avoidance of doubt, all implied warranties are hereby excluded to the extent allowed by law.

The information and documents set out on the Website are provided in support of the business processes between Miller and its business partners and should not be used for any other purpose. Such information and documentation is confidential and, insofar as it is not information and documentation which belongs to you or is known to you before agreeing to these terms, will not be disclosed by you to third parties without prior agreement with us.

You acknowledge that we reserve the right to take any appropriate legal steps to preserve our interests in the Service or where any abuse of the Service or breach of the Terms occur, which may include applications for injunctions where appropriate.

Limitation of liability

The Website provides an electronic facility to access information concerning your business with Miller including documents and financial transactions. We undertake to take reasonable steps to ensure that the information on the Website is correct as at the time it is put on the Website. However, as the position in respect of information on the Website may change before we have an opportunity to update the Website, we give no further guarantees and accept no responsibility or any liability for the accuracy, adequacy or completeness of any information or documentation set out on the Website.

All content and services on this Website are provided on an "as is" and "as available" basis and Miller does not make any representation or give any warranty (either express or implied) in respect of the Website and its content. In particular, Miller does not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content or services contained on this Website.

Miller will not be liable for any damages (including without limitation loss of profit or loss of use) arising out of your use or delay or inability to use the Website, its content or any link to another website arising in contract, tort (including negligence) or otherwise except in the case of death or personal injury caused by Miller's negligence.

Provision of access

Miller will provide user identities and passwords to you to enable individuals in your organisation to gain access to the Service.

Administrators, designated by you, are responsible for controlling users who are within the company and will be responsible for changing passwords if an individual leaves your organisation.

Intellectual property rights

The entire copyright, database right and any other intellectual property rights in the Website (including, but not limited to, all documents, policy wordings and insurance clauses on the Website) throughout the world and all rights in the domain name of the Website, the name "Miller" and all other of our trade marks shall be and shall remain either our or our licensor's exclusive property. Other than the rights expressly granted in this clause, you obtain no rights whatsoever in the Website.

You will not do anything which could infringe either our intellectual property rights or the intellectual property rights of any other person, business or organisation in the content of our Website.

Your responsibilities

You will use reasonable endeavours to ensure that you minimise the risk of viruses being transmitted or distributed by you over the Website and report to us any matters of which you become aware.

You will not delete or alter in any way any copyright, trademark, intellectual property or other legal notice from the Website.

There may be applications available to you that enable you to record information on the Website. You warrant that any such information will be complete, true and accurate and that it may be used as the basis of a quotation for insurance. Insofar as Miller uses the information to provide a service to you, Miller's standard terms of business relating to the supply of insurance services will apply to that service.

You will not use the Website in any manner that may constitute a criminal offence including but not limited to uploading, transmitting, displaying or downloading any message or material that is defamatory, racist or sexist, threatening or menacing to any person or group of persons or contains any obscene elements.

Privacy policy

Registration data and certain other information about individuals in your organisation is subject to our privacy policy. For more information, see our full **privacy policy**.

Indemnity

You undertake to indemnify and keep indemnified Miller and its group of companies from and against all actions, proceedings, claims, demands, costs, awards and damages howsoever arising directly or indirectly as a result of any material sent to or taken from this Website by you or as a result of any breach of any of the terms of these Terms.

Termination

This Agreement will commence on the date of this Agreement and shall continue until and unless either party gives not less than 30 days written notice to the other of the company's intention to terminate or the agreement is terminated pursuant to the following Clause.

Either party may terminate this Agreement if the other commits a material breach of this Agreement which has not been remedied within 30 calendar days of receipt of a notice from the innocent party requiring the breach to be remedied or forthwith if the breach is not capable of remedy.

Law and jurisdiction

These Terms shall be governed by and interpreted in accordance with English law and the Courts of England and Wales shall have jurisdiction to hear all disputes arising in connection with these Terms.

General

Both of us agree that (save in the case of fraud) neither of us has entered into this Agreement on the basis of and does not rely and has not relied on any warranties, statements or representations made, given or agreed by the other, save as set out in these Terms. If any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

Neither party may assign, novate, sub-license or otherwise transfer its rights or obligations under this Agreement

Only you and Miller may seek to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.