

**Chubb Fire & Security
ChubbmySite
Customer Portal Terms of Use**

Chubb Fire & Security ChubbmySite Customer Portal Terms of Use

These are the terms and conditions of Chubb Fire & Security Limited (“Chubb” or “Us”) for use of the Customer Portal (“ChubbmySite”). Your use of ChubbmySite will be subject to these terms and conditions

1. USE OF ChubbmySite

- 1.1. ChubbmySite enables you as the customer to access and give instructions and updates regarding your details and alarm and fire system, which are included in ChubbmySite (“the Details”).**
- 1.2. ChubbmySite is only available to customers who hold an active, in-contract account with Us.**
- 1.3. We may suspend or withdraw all or any part of ChubbmySite to carry out maintenance work.**
- 1.4. We may suspend your use of ChubbmySite for security reasons, or where we suspect unauthorised or fraudulent use of ChubbmySite.**
- 1.5. We do not guarantee the availability of ChubbmySite and accept no liability arising from non-availability. Where possible, we will notify you in advance of any suspension or withdrawal of ChubbmySite.**
- 1.6. We may suspend or cancel your use of ChubbmySite at our discretion at any time without notice.**
- 1.7. You may terminate the ChubbmySite Agreement by giving Us 30 days’ notice.**
- 1.8. You may print off one copy, and may download extracts, of any page(s) from ChubbmySite for your personal reference and you may draw the attention of others within your organisation to material posted on the site.**

2. General Rules of Use

As a condition of your use of ChubbmySite, you agree:

- 2.1 to use your user name and password issued to you only to access the areas of ChubbmySite which you are authorized to use.**
- 2.2 not to hack into ChubbmySite or any other connected computer system.**
- 2.3 not to use ChubbmySite in a way that could harm the portal or disrupt other customers use of it or act in any other way which could prevent other customers from using ChubbmySite or any other site including the delivery of viruses.**
- 2.4 save where specifically permitted under these terms you may not remove or change anything on ChubbmySite including any intellectual property rights such as copyrights or trade marks**
- 2.5 not to use ChubbmySite in violation of applicable law.**

3. DATA CHANGES

- 3.1. Data Changes given to Us through ChubbmySite are made directly into our data.**
- 3.2. Receipt of Data Changes by Us is not guaranteed by the use of ChubbmySite. 3.3. We will act on an instructed Data Change immediately.**
- 3.4. You must ensure all Data Changes contain the correct details for your nominated keyholder(s). The omission of a required number or inclusion of an incorrect number, may result in Us being unable to contact a nominated keyholder at the appropriate time.**
- 3.5. We are not responsible for checking any alterations made as part of a Data Change.**
- 3.6. We will not be liable for acting on a Data Change, even if the change is ambiguous, incomplete or inaccurate.**
- 3.7. Where Data Changes relate to keyholder information held for your premises and you use a third party keyholding service for your premises, you will need to notify them separately of any changes you wish them to be aware of. Chubb does NOT pass Data Changes amendments on to third party keyholders.**

4. SECURITY

- 4.1. You are responsible for protecting your computer system against security risks that you may encounter through using ChubbmySite through the use of browser based encryption and various security measures described in ChubbmySite material and on the Website including an up to date virus protection system.
- 4.2. We do not guarantee that ChubbmySite is free from viruses or other security risks.
- 4.3. You will tell Us immediately if you:
 - 4.3.1. suspects or believes that:
 - any security measures may be known to a person other than you.
 - there has been any unauthorised use of ChubbmySite.
 - 4.3.2. know or suspects there has been a failure or delay in Us receiving any Data Changes or know or suspect a programming or transmission error, defect or corruption in any Data Change.
 - 4.3.3. discover that any information on ChubbmySite is incorrect.
- 4.4. Following your initial registration you will be issued with an individual password to be used when accessing ChubbmySite. You must not reveal your password to anyone nor permit anyone else to use your password. We reserve the right to change your user name or password at anytime.
- 4.5. If information accessed or received through ChubbmySite is not intended for You, You will:
 - 4.5.1. immediately notify Us.
 - 4.5.2. not access the information further and immediately destroy any saved/printed copies of the information.
 - 4.5.3. keep the information confidential.

5. INTELLECTUAL PROPERTY

- 5.1. ChubbmySite, the Website, and ChubbmySite material are our property and its suppliers and are protected by copyright and other intellectual property rights. We grant You a non-transferable licence to use ChubbmySite for the duration of the ChubbmySite Agreement.

6. DISCLAIMER

- 6.1. You agree that your use of ChubbmySite is on an “as is” and “as available” basis and your use of the site is at your sole risk. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

7. EXCLUSIONS AND INDEMNITY

- 7.1. Subject to condition 7.2 and condition 7.3, our maximum aggregate liability under or in connection with this agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £5,000.
- 7.2. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any of the following losses or damages incurred by you in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it;
 - 7.2.1. indirect or consequential loss or damage
 - 7.2.2. loss of income or revenue
 - 7.2.3. loss of profits or contracts
 - 7.2.4. loss of anticipated savings
 - 7.2.5. loss of business or goodwill
 - 7.2.6. wasted management or office timewhether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property. This clause 7 does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

- 7.3. We are not liable for any loss arising from any cause beyond our control or arising from any of the following:
- 7.3.1. unauthorised access to any confidential information accessible through ChubbmySite.
 - 7.3.2. disruptions to ChubbmySite
 - 7.3.3. loss or corruption of data.

8. FEES AND CHARGES

We reserve the right to charge for this service in the future. Any proposed charges will be communicated to You by giving You 30 days' notice.

9. WAIVER

9.1. If we waive any of our rights under the ChubbmySite Agreement, it does not mean we will waive that right in the future.

10. SEVERABILITY

10.1. If any of the Terms is determined to be unlawful or unenforceable, the Term will be severed from the remaining Terms which will continue in full effect.

11. CHANGES

11.1. We reserve the right to update and change any of these Terms at any time without notice to you.

11.2. We may change the ChubbmySite material or Website at any time.

12. GOVERNINGLAW

These terms, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.