

Solicitors' Portal User Agreement

This agreement (the “**Agreement**”) between you (the “**User**”) and the Personal Injuries Assessment Board (“**piab**”), governs the User’s access to and use of piab’s online Solicitors’ Portal at <https://portal.piab.ie> (the “**Portal**”). The User acknowledges that it is permitted access to the Portal in its capacity as a solicitor/solicitors’ firm and that the User is not accessing or using this Portal in any other capacity.

1. **Portal Ownership and Operation**

The Portal is owned and operated by piab for the purpose of electronic management of current personal injuries claims which the User has submitted to piab for assessment.

2. **Access to and Use of the Portal**

Each User will be assigned one administrator Portal account (“**Administrator Account**”). The Administrator Account has the power to create up to five (5) additional accounts for use of the Portal (each an “**Access Account**”). If the User requires additional Access Accounts, the User should contact piab directly. The creation of additional Accounts will be at piab’s discretion.

Each Administrator and Access Account (together, the “**Accounts**”) will be bound to the terms of this Agreement.

The User will have the ability to upload and view relevant documents on the Portal via its Accounts.

The User is responsible for all usage or activity on the User’s Accounts, including safekeeping of the User’s user code. The User shall not permit any third party to access the Portal using the User’s user code. piab reserves the right to limit the number of Users and/or Accounts.

The User may from time to time receive email alerts in respect of updates to the Portal.

3. **Term**

The Portal shall be available to the User until, or unless, terminated by the User or by piab. piab may terminate the User’s access to the Portal at any time by giving the User one (1) weeks’ notice.

The User may terminate the User’s Account at any time, by contacting Paul Duggan by email at paul.duggan@injuriesboard.ie.

4. **User’s Responsibilities**

In consideration of the User’s use of the Portal, the User agrees to be solely responsible for: (a) providing current, accurate and complete information about the User and/or the User’s firm as reasonably required by piab for the User’s use of the Portal (the “**Subscriber Data**”); and (b) promptly notifying piab of any changes to the Subscriber Data so that it is maintained as current, accurate and complete. If the User provides any information that is false, inaccurate, out of date or incomplete, piab may suspend or terminate the User’s access to the Portal and refuse any and all current or future use of the Portal (or any portion thereof). The User agrees not to use the Portal for any unlawful activities. The User shall be responsible for the User’s communications to the Portal, including the lawfulness, truthfulness and accuracy of such communications. In particular, but without limitation, the User acknowledges that the User is responsible for any content that the User submits to the Portal, and the User, not piab,

has full responsibility for the content. The User should not post to the Portal any unlawful, threatening, defamatory or obscene material.

5. **Amendments**

piab may amend this Agreement, from time to time, by providing the User with an amended Agreement. The User's continued use of the Portal, following amendment to this Agreement, shall constitute acceptance of the User to the new Agreement. piab may add to, change, suspend or discontinue any aspect or the entirety of the Portal at any time, including the availability of any feature, database or content, accessible via the Portal for any technical or administrative reasons whatsoever. piab may also impose limits on certain features or restrict the User's access to part or all of the Portal, without notice or liability, for any technical or administrative reasons whatsoever. In addition, piab reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Portal or content accessible via the Portal.

6. **Data Protection**

In this section "personal data" and "processing" shall have the same meanings as in applicable data protection law. piab will process any personal data of the User and/or submitted by the User to the Portal ("**User Personal Data**") in accordance with applicable data protection law. User Personal Data shall only be processed for and to the extent necessary in the context of the User's use of the Portal. User Personal Data may include personal data of the User and/or their employees as well as personal data of the User's clients.

piab agrees to process User Personal Data in accordance with and pursuant to the terms of this Agreement. piab also agrees to implement appropriate technical and organisational measures in order to protect the User Personal Data in compliance with applicable data protection law.

7. **Confidentiality**

The User acknowledges that the User may obtain access, via the Portal, to certain information ("**Confidential Information**"). The User agrees to hold Confidential Information in strict confidence and not to further disclose such Confidential Information. The User may provide Confidential Information to employees in the User's organisation only on a strict "*need-to-know*" basis and the User may disclose Confidential Information to relevant clients, as required. The User may use the Confidential Information from the Portal solely for electronic management of all current personal injuries claims which the User has submitted to piab for assessment. Upon termination of this Agreement or piab's written request, the User must cease use of the Confidential Information. Any breach of this Agreement may result in harm to piab for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, piab will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. This Agreement imposes no obligation on the User with respect to Confidential Information which the User can satisfactorily establish:

- the User possessed, without an obligation to maintain its confidentiality, prior to the User obtaining same from piab;
- is or becomes generally known to the public through no act or omission by the User or without violation of this Agreement;
- the User obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential;

- the User independently developed without the use of Confidential Information; or
- the User have obtained in response to a valid order by a court or other governmental body, as otherwise required by law.

8. **Termination**

piab may suspend or terminate the User's Account(s) at any time, including in the event of the User's breach of any of the terms of this Agreement. In the event of suspension or termination of the User's Account(s), as set out above, the User shall be sent confirmation by e-mail. piab will not be liable to the User or any third-party for any termination, modification, or suspension of the use of the Portal.

9. **Disclaimer**

The User should use appropriate skill and care in the use of the information provided in the Portal. The information provided on the Portal is updated by piab from time to time and may not, therefore, at all times be current and accurate. While every effort has been made by piab to ensure the integrity of the Portal, piab makes no representations, warranties, conditions or guarantees as to the quality, suitability, truth, accuracy or completeness of the information contained on the Portal. piab shall use reasonable skill and care in the compilation, transmission and presentation of the Portal. Subject to the foregoing, all warranties, terms and conditions, whether oral or written, express or implied by law, custom or otherwise, including, but not limited to, any warranties, terms and conditions relating to merchantability, fitness for purpose, description or quality, with respect to the Portal are hereby excluded, to the maximum extent permitted by applicable law. In particular, to the maximum extent permitted by applicable law, piab makes no warranty or condition that: the Portal will operate without interruptions, be timely, secure or error free; the Portal will meet the User's requirements; the Portal and access to the Portal will be uninterrupted, timely, secure, or error-free; or the Portal will be uninterrupted, timely or secure.

10. **Liability**

To the maximum extent permitted by applicable law, piab shall not be liable for any indirect or consequential loss or damage however caused whether authorised or not and regardless of the theory of liability, whether in contract, tort (including negligence) or otherwise for loss or damage arising out of or related to: (a) the use of, or the inability to use, the Portal; (b) statements or conduct of any third party on the Portal; or (c) unauthorised access to or alteration of the User's transmissions or data, even if piab has been advised of the possibility of such loss or damage. piab shall be liable for direct loss of the User arising from use of the Portal for up to five hundred euro (€500). The User has sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Portal and piab shall not be responsible for lost data, inaccurate output, work delays or lost profits resulting from the User's use of the Portal. In particular the User is responsible for ensuring that the User's computer system meets all relevant technical specifications necessary to access the Portal. The User shall be solely responsible for any loss of data or damage to the User's computer system resulting from the User's use of the Portal. For the avoidance of doubt, nothing in this Agreement excludes or limits piab's liability for death or personal injury caused by piab's negligence or for piab's fraud, fraudulent misrepresentation or for any liability which piab is not entitled to exclude or limit under the laws of Ireland.

11. **Security and Privacy**

piab has taken commercially reasonable steps to ensure the security of the User's communications with and within the Portal. In accessing the Portal the User accepts that information passing over the Internet may not be free from interference by third parties. In

consequence, piab cannot, and does not, guarantee the privacy or confidentiality of any information relating to the User (or the User's clients) passing over the Internet. By accessing the Portal, the User authorises piab to use, store or otherwise process any personal information which relates to and/or identifies the User and/or the User's client(s) to the extent reasonably necessary for piab to perform its obligations under this Agreement. piab may, from time to time, use information (either the User or the User's client(s)) which is not personal data in order to improve piab's range of services to customers and suppliers.

12. **Intellectual Property**

The User agrees that information contained in the Portal (excluding any information uploaded by the User), including but not limited to the content, selection and layout of text, images, graphics, animation, videos, music, sounds and other materials ("**Portal Information**") are the property of piab or its licensors and are protected by copyright, trade mark and other laws. The User's limited licence to use the Portal does not permit incorporation of the Portal Information or any part of it in any other work or publication, whether in hard copy, electronic, or any other form.

13. **Governing Law**

Use of the Portal is subject to the laws of Ireland which shall exclusively govern the interpretation, application, and effect of this Agreement. The courts of Ireland shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with this Agreement, the Portal and the User's use of the Portal.

14. **General**

This Agreement constitutes the entire agreement between piab and the User with respect to the User's use of the Portal. This Agreement is personal to piab and the User. The User may not assign, novate, sub-contract or otherwise transfer the User's use of the Portal, or part or all of this Agreement. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of employer and employee of any kind between piab and the User. piab shall not be liable for delay or failure to perform any of its obligations under this Agreement where and to the extent that such delay or failure results from any circumstances beyond its reasonable control. If any provision of this Agreement shall be held unlawful, void or unenforceable for any reason then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision, or portion thereof, shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect. However piab makes no representations that use of the Portal is appropriate, or that the Portal will be available, outside of the Republic of Ireland and if the User views the Portal from such locations the User does so on the User's own initiative and the User is responsible for compliance with all applicable laws.