

TERMS AND CONDITIONS FOR ONLINE SERVICES

FINANCIAL ADVISER PROVISIONS

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A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost Wealth Solutions is the registered business name of Utmost International Isle of Man Limited Singapore Branch.

Utmost International Isle of Man Limited Singapore Branch, 6 Battery Road #16-02, Singapore 049909. Tel: +65 6216 7990 Fax: +65 6216 7999.

Registered in Singapore Number T08FC7158E. Authorised by the Monetary Authority of Singapore to conduct life assurance business in Singapore.

Member of the Life Insurance Association of Singapore. Member of the Singapore Finance Dispute Resolution Scheme.

Utmost International Hong Kong Office: Unit 2402C, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong. Tel: +852 3552 5888 Fax: +852 3552 5889. Authorised by the Insurance Authority of Hong Kong to carry on long-term business.

Utmost International Isle of Man Limited is registered in the Isle of Man under number 024916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Tel: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.

Utmost Wealth Solutions is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

Utmost PanEurope dac is regulated by the Central Bank of Ireland. Registered No 311420. Administration Centre for correspondence: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Tel: +353(0)1 479 3900 Fax: +353(0)1 475 1020.

Registered Office address: Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

The Offshore Collective Investment Bond is issued by Alpha International Life Assurance Company (Guernsey) Limited.

The Company is regulated by The Guernsey Financial Services Commission and is licensed to carry on long term business under the Insurance Business (Bailiwick of Guernsey) Law 2002. Registered office: Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AW, Channel Islands. Registered No. 2424.

The Offshore Collective Investment Bond is administered by Utmost Administration Limited, registered in the Isle of Man under number 109218C and licensed by the Isle of Man Financial Services Authority. Utmost Administration Limited is part of the Utmost Group.

Administration Centre for correspondence: Utmost Wealth Solutions, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Phone: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715.

Alpha International Life Assurance Company (Guernsey) Limited is not part of the Utmost Group.

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1. AGREEMENT

- 1.1 These additional terms and conditions set out in this document (**Online Terms**) shall be read in conjunction with your relevant Intermediary Terms of Business with us and govern how you, as the intermediary, or a person authorised by you (including the Master User, your business writers, employees, agents, financial advisers and appointed representatives) (**Registered Users**) can use the secure electronic services provided by us from time to time through the internet (**Online Services**).
- 1.2 If you do not agree to these Online Terms, you will not be able to access any pages from the Online Services.
- 1.3 To the extent that there is any conflict between these Online Terms and the Intermediary Terms of Business, then these Online Terms shall prevail.
- 1.4 Where the words '**Utmost International**', '**our**', '**us**' or '**we**' are used they refer to the applicable company that you have Intermediary Terms of Business with, namely (i) Utmost International Isle of Man Limited with registered address at King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU under the registered number of 24916C ; and/or (ii) Utmost PanEurope dac with registered address at Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland under the registered number 311420 and/or (iii)

Old Mutual International (Guernsey) Limited with registered address at Albert House, South Esplanade, St. Peter Port, Guernsey, GY1 1AW under the registered number 2424.
- 1.5 We may make changes to and alter the facilities, policies and services available through the Online Services at any time.
- 1.6 In accepting these Online Terms, you consent to us corresponding with you by email or via our secure Online Services.
- 1.7 If the meaning of a word is explained in the singular, then it includes the plural of that word and vice versa and the masculine or the feminine gender includes all genders.

- 1.8 Use of the words "include", "includes", "including" and "included" will be construed without limitation, unless expressly stated to the contrary.
- 1.9 The headings in these Online Terms are for information only and shall be ignored for the purposes of its interpretation.
- 1.10 In these Online Terms some words have particular meanings. These are set out below.

Definitions

'**Master User**' means any employee appointed by you to create, maintain and administer the use of the Online Services.

'**Security Details**' means the password, username and any other requirements, procedures, methods, measures or devices we require from time to time to enable secure electronic communication.

We may make changes to and alter these Online Terms at any time.

2. CONTENT OF SITE

- 2.1 Whilst considerable care has been taken to ensure the information contained within the pages in the Online Services is accurate and up to date, no warranty is given as to the accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information.
- 2.2 We accept no responsibility for any information contained in any website accessed via a hypertext link from the Online Services. The content, accuracy and opinions expressed in such websites are not checked, analysed, monitored or endorsed by us.
- 2.3 We give no guarantees as to the speed, 'look and feel' or accessibility of the Online Services.
- 2.4 We are not liable for any failure of the Online Services to provide information related to your business with us or failure to provide updated information on a 'real-time basis'.

3. ACCESSING AND USING ONLINE SERVICES

- 3.1 Our Online Services are only available to Registered Users. Registered Users can access the Online Services via your account once you have chosen your Security Details as part of the registration process. We may also ask you and/or your Registered Users to enter an additional piece of information when accessing the Online Services. If we want to use this additional security measure, we'll give you details in advance.
- 3.2 It is your responsibility to have particular specifications and internet connections with suitable computer equipment and software available to use the Online Services. If a change in specification or internet connections results in your equipment become incompatible with the Online Services, you will be responsible for replacing or modifying your equipment so that you can use the Online Services.
- 3.3 When using the Online Services, the procedures and instructions in any user guide we give you, or which is published on our Online Services from time to time must be followed.
- 3.4 The Master User is responsible for the access given to Registered Users and is responsible for monitoring access to and the removal of access rights when required. Master Users will be notified separately of their responsibilities.
- 3.5 You may terminate any of your Registered User's access to the Online Service at any time by sending a request to the Master User.
- 3.6 You shall notify your Registered Users of these Online Terms and it shall be your responsibility to ensure that they are bound by terms which are similar to these Online Terms and you shall indemnify and hold us harmless against any loss or damage sustained by us by reason of any act or failure to act on the part of any Registered Users whilst accessing the Online Services.
- 3.7 You will be responsible for any telephone, internet service provider and other charges you incur as a result of using the Online Services.

4. SECURITY

- 4.1 You are entirely responsible for keeping your Security Details secure and for ensuring that each of your Registered Users keep their Security Details secure and safe at all times so that no one else can use them. Your Security Details as well as your Registered Users' Security Details are not to be divulged, shared or recorded in a way that allows them to be accessed by anyone else including other work colleagues.
- 4.2 If your Security Details are lost or stolen or you believe that someone else knows your or any of your Registered Users' Security Details, you should change your password and tell us immediately so that we can change or disable the username and/or password.
- 4.3 If anyone else does know your or any of your registered users' Security Details they will have access to the same Online Services as you, until you tell us. Our contact details can be found at our contact us section: **www.utmostinternational.com**.

By accepting these Online Terms, you authorise us to rely and act on any instructions accompanied by your Security Details or the Security Details of any of your Registered Users, unless you've told us not to do so.
- 4.4 If anyone else does use your or your Registered Users' Security Details to access the Online Services, you'll be liable for any loss, damages and/or costs we incur as a result of us taking remedial action. You will also be liable for any loss, damages and/or costs we incur as a result of any claims brought by us or against us arising from or caused by the use of the Online Services under your or your Registered Users' Security Details.
- 4.5 Changing and re-setting your Security Details
 - 4.5.1 You can change your password at any time.
 - 4.5.2 We may ask you to change your Security Details at any time and for any reason, for example, for security and technical reasons.
 - 4.5.3 If you forget your Security Details you can retrieve them through our website.

- 4.6 It may be necessary for us to suspend or withdraw you and/or your Registered Users access to the Online Services by disabling Security Details. We may choose to do this for security measures or to prevent suspected authorised or fraudulent use of the Online Services or if a Registered User has been inactive.
- 4.7 You are responsible for complying with any local laws of the country from which you access the Online Services.
- 4.8 Availability of the Online Services
- 4.8.1 We aim to have the Online Services available at all times however we are not obliged to provide it at all times, and we may withdraw, suspend or restrict service temporarily without prior notice at our discretion. There may also be times when we need to shut it down for maintenance or updating, or if we feel that there is a security risk.
- 4.8.2 If we are unable to offer the Online Services, we will aim to work quickly and efficiently to restore your access to the Online Services. We will not be liable for any losses or damages you or third parties have suffered if the Online Services are not available or are interrupted at any time, for whatever reason.
- 4.8.3 We may permanently withdraw all or any of the services at any time in the future. We will give you not less than 30 days' notice if we intend doing this.
- 4.8.4 If the Online Services are not available to use, you may send us any notice, instruction or correspondence by post, or by any other method of communication which we will allow at the time.
- 4.8.5 You are responsible for the security of any data which you download from the Online Services.
- 4.8.6 Where the Online Services requires you to upload documents to the Online Services, you must comply with the following:
- a. You must not misuse the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; and
 - b. You must not upload any document that (in our sole opinion) contains obscene, offensive, hateful, inflammatory content or contains any sexually explicit material.
- 4.9 You must not attempt to interfere with the proper working of the Online Services and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Online Services or any computer system, server, router or any other internet- connected device.
- 4.10 You understand that we cannot and do not guarantee or warrant that any content of the Online Services will be free from infection, viruses and/or other malicious computer code including those that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.
5. POLICY AVAILABILITY
- 5.1 The information contained in the Online Services does not constitute a distribution, an offer to sell or the solicitation of an offer to buy. Some facilities, policies and services detailed in the Online Services are only available to persons in certain named countries.
6. ADVICE
- 6.1 We do not offer investment advice on the merits or suitability of policies and no information contained within the Online Services should be construed as such.
7. COMMUNICATION THROUGH THE ONLINE SERVICES
- 7.1 Once you have registered for the Online Services, we may send all correspondence to you electronically through the Online Services or any other form of communication described in your Intermediary Terms of Business.
- 7.2 Whenever you use the Online Services, the use of your Security Details authorizes us to provide the Online Services to you and your Registered Users and carry out requests made by you or your Registered Users through the Online Services.
- 7.3 If any information accessed and received through the Online Services is not intended for you, please:
- 7.3.1 immediately notify us;
 - 7.3.2 do not access the information further and immediately delete it; and
 - 7.3.3 keep the information confidential.
- 7.4 You will use best endeavours to ensure all information you provide via the Online Services is accurate and correct.

8. LIABILITY

- 8.1 Subject to clause 8.3, we will only be liable to you for loss arising directly as a result of our fraud or wilful default by us or any of our employees or agents. We shall not be liable for special, indirect, incidental or consequential damages or losses.
- 8.2 Subject to clause 8.3, our maximum liability to you in the aggregate under or in connection with these Online Terms including in contract, tort, under statute or otherwise shall be limited to £10,000.
- 8.3 Nothing in these Online Terms shall exclude our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability, or for fraud.
- 8.4 You will be liable to us for the costs of putting right anything you do using the Online Services when you are no longer authorised, including any claims made against us as a result of your unauthorised use.

9. COPYRIGHT

- 9.1 All material on this website is the copyright of ours and/or third parties who have granted us a right to use such copyrighted material.
- 9.2 Information accessed through the Online Services is protected under copyright law. You may not copy, re-publish or re-distribute the information obtained through the Online Services for commercial purposes or gain other than whilst operating as a financial adviser acting within your normal business activities, except with our express agreement.
- 9.3 If you wish to publish or distribute written marketing or other promotional material based upon the content of the Online Services, you may only do so having first obtained our prior written consent.

10. TRADEMARKS

- 10.1 This website contains names and logos which are trademarks of ours and/or third parties who have granted us a right to use such Trademarks. Any use of any of these names and logos without our authorisation would constitute an infringement of those trademarks and is forbidden.

11. STORAGE OF DATA

- 11.1 We may delete statements, messages (whether opened or unopened) and any other data held on the Online Services in accordance with our Privacy Policy. If the data is important to you, you should print it or save it to your own equipment.

12. CHANGING THE ONLINE SERVICES FORMAT

- 12.1 The layout, form and wording of the site(s) or screens through which you access the Online Services, and Online Services screens themselves, are subject to change by us. We may make such changes without notification to you.

13. INFORMATION TECHNOLOGY FAILURE AND FORCE MAJEURE

- 13.1 We shall not be liable for any failure to perform our obligations in accordance with this Agreement if we are prevented from doing so by reason of:
 - 13.1.1 Failure outside our control of our information technology systems, provided we have reasonable procedures in place by way of a disaster recovery programme; or
 - 13.1.2 other supervening acts outside of our control, for example:
 - a. any act (or credible threat) of terrorism;
 - b. acts of government, local authority or regulatory body;
 - c. explosion or fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe, any nuclear, chemical or biological contamination or any strikes, lockouts or other industrial disputes (other than to the extent involving our workforce or other personnel);
 - d. epidemic or pandemic;
 - e. riot, civil unrest, commotion or rebellion, war or civil war (whether or not declared) or armed conflict, invasion and acts of foreign enemies, blockades, embargoes;
 - f. an unavoidable accident;
 - g. the loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning and essential third party services;
 - h. any 'denial of service' or other targeted network attack; and
 - i. any other cause beyond our reasonable control as a consequence of which we can no longer provide the Online Service for a given period.

14. TERMINATION

- 14.1 You have the right to terminate these Online Terms by notifying us through the Online Service at IOMAskOnline@utmostinternational.com or by writing to us at Ecommerce Helpdesk, Utmost International, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU
- 14.2 Our right to terminate these Online Terms:
- 14.2.1 Without prejudice to our other rights to terminate these Online Terms, we may terminate these Online Terms and yours and the Registered Users use of the Online Services at any time by giving you at least 30 days' notice.
- 14.2.2 We may terminate these Online Terms and your use of Online Services immediately if:
- a. we have reason to believe you have given us false information or have acted dishonestly in your dealings with us;
 - b. we have reasonable grounds to suspect that you have authorised someone to use the Online Services with your Security Details without our consent, or there has been fraudulent or unauthorised use of your Security Details;
 - c. we have reasonable grounds to suspect that your Security Details have not been kept safe;
 - d. you are seriously and/or persistently in breach of these Online Terms; or
 - e. you no longer have Intermediary Terms of Business with us.
- 14.3 The termination of these Online Terms does not, in any way, affect the Intermediary Terms of Business which shall remain in full force and effect.

15. USE OF YOUR INFORMATION AND COOKIES

- 15.1 By agreeing to these Online Terms you agree to our collection, transmission and use of your personal information in accordance with our Privacy Policy which can be found at www.utmostinternational.com
- 15.2 The Online Services makes use of cookies in accordance with the Privacy Policy which can be found at www.utmostinternational.com. By agreeing to this Agreement, you agree to our use of cookies in this way.

16. IMPORTANT LEGAL INFORMATION

- 16.1 If any provision of these Online Terms becomes void or unenforceable, it will not affect the validity or enforceability of any other part.
- 16.2 We may from time to time waive any part of these Online Terms but if we do so at any time it does not mean that we will do so in the future.
- 16.3 Only you can enforce the Online Terms.
- 16.4 Our agreement under these Online Terms is governed by the law and applicable jurisdiction as specified in the relevant Intermediary Terms of Business.