



Access Agreement containing the Zurich International online (ZIO) and Adviser Suite website Terms and Conditions

Applicable to online transactions for users and relevant financial professionals

THESE TERMS AND CONDITIONS OF USE ("Terms and Conditions") form an agreement made on the date and at the time that access is requested

BETWEEN:

(1) (a) ZURICH INTERNATIONAL LIFE LIMITED whose registered office is at 43-51 Athol Street, Douglas, Isle of Man, IM99 1EF, registered under number 20126C, its successors in title and assigns; and

(b) ZURICH LIFE INSURANCE COMPANY LIMITED whose registered office is at Austrasse 46, 8045 Zurich Switzerland, registered under number CH020.3.927.869-4, its successors in title and assigns;

(together "**WE/US/OUR**")

and

(2) YOU including Your personal representatives or successors in title (as the case may be); ("**YOU/YOUR**")

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In these Terms and Conditions the following definitions have the following meanings:

- 1.1.1 'Illustration Software' means the Illustration System provided by Us to You via ZIO, for use as an insurance intermediary and includes updates, upgrades and replacement Software provided to enable You to provide personalised financial illustrations and quotations relating to Our products to Your clients;
- 1.1.2 'Adviser Suite' means the Zurich online offering which includes a secure area for the Quote and Apply System provided by Us to You for use as an insurance intermediary and includes updates, upgrades and replacement Software provided to enable You to provide personalised financial illustrations, quotations and applications relating to Our products to Your clients;
- 1.1.3 'Information' means information relating to the provision of financial services by Us such as Policy owner personal data, personalised financial illustrations and quotations, Policy owner unit allocation statements, premium history, overdue premiums, pending business, as well as other reports and information that may be made available to You by Us from time to time;
- 1.1.4 'Law' means the laws of the Isle of Man or Switzerland in force from time to time, and includes (but is not limited to) all criminal law, laws relating to intellectual property and all laws and rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to 'Law' will be construed accordingly;
- 1.1.5 'Password' means the secret word or string of characters that is used for authentication, to prove identity and to gain access to ZIO. The password is chosen by You;
- 1.1.6 'Memorable number' means , a numeric code set by You as part of the registration process which allows secure access to ZIO;
- 1.1.7 'Policy' means the contract(s) of insurance between Us and the policy owner, information on which will be available through the Service. May also be referred to as plan, account or bond;
- 1.1.8 'Policy Terms' means the terms and conditions applying to a Policy;
- 1.1.9 'Service' means services covered by these Terms and Conditions that We make available to You from time to time through ZIO enabling You to gain access to Information and where permitted to input data or request action on the part of Us and will be deemed to include the Software;

- 1.1.10 'Software' means software (including but not limited to the Illustration Software) accessed through or downloaded from ZIO;
 - 1.1.11 'User Account' means the personal online secure website Service;
 - 1.1.12 'Username' means the unique username used by You to gain access to Your User Account;
 - 1.1.13 'ZIO' means Zurich International online, Our internet based service website belonging to Us identified as <https://online.zurichinternationalsolutions.com> and Zurich Adviser Suite means, Our internet based service website belonging to Us identified as advisersuite.zurich.com
- 1.2 Words denoting the singular will include the plural and vice versa and words denoting one gender will include all other genders.
 - 1.3 Headings are for ease of reference and will not effect the interpretation of these Terms and Conditions.
 - 1.4 The Service and these Terms and Conditions have been designed to apply to different types of Policies and different types of users. Some of these Terms and Conditions may not apply to You.
 - 1.5 The switching of fund holdings within a Policy may be permitted on ZIO in some cases. Where ZIO allows You to indicate a switch of fund holdings within the Policy for You (or in the case of an intermediary, for any person for whom You act as an intermediary), the switch will be subject to the Policy Terms.

2 Information

- 2.1 The Information We disclose to You will be on these Terms and Conditions.
- 2.2 None of the Information or any other data on ZIO is an offer to sell any product. We will only be bound to provide financial or other products or services where We have formally agreed to do so.
- 2.3 Any insurance or investment products or services detailed on ZIO are subject to the legal and regulatory requirements applicable in the jurisdiction in which You are located. Products or services may not be available in all jurisdictions.
- 2.4 The Information and descriptions on ZIO are provided for general information purposes and are subject to Policy Terms applicable to any such product or service.
- 2.5 The Information and/or any other data on ZIO does not constitute financial advice. You should not treat any of the Information provided or the use or the result of using any of the Services on ZIO as a recommendation of any particular product or service or that such product or service is suitable for Your own circumstances. If You require financial advice please consult an independent financial adviser.

3 Method of Requesting and Disclosing Information

- 3.1 You may request Information from Us and We may release Information to You using one of the following methods:
 - 3.1.1 writing (including email);
 - 3.1.2 telephone;
 - 3.1.3 via ZIO (where applicable).

4 Security

- 4.1 To use the Service You must be registered by Us.
- 4.2 To enable You to gain access to ZIO, We will issue You with a Username. You will also require a Password and a Memorable number as well as such other security details We may require from time to time. The Password and Memorable number will be chosen by You as part of the registration process.
- 4.3 To enable You to gain access to the secure area of Adviser Suite via self-registration, You will require Your ZIO Username and email address as well as such other security details We may require from time to time. The other security details will be chosen by You as part of the registration process.
- 4.4 To register for the Service you will be required to hold and provide Us with a valid and unique email address. We recommend that you use a secure email address that is only accessed by you, should you choose to use an email address that is not secure, please note that this is done at your own risk. We will use the email address provided by you when resetting your Password or Memorable number and for sending other important information about Your User Account.
- 4.5 For security reasons We may lock Your User Account.
- 4.6 The Password together with Your Username and Memorable number identifies You.
- 4.7 We may establish other security procedures (as We decide in Our absolute discretion) from time to time with You.
- 4.8 Your User Account will be locked where Your User Account has not been fully activated within 3 months of the initial registration process being completed. If this happens You will be required to provide Us with some security information before You can access Your User Account. Once We have checked Your identity We will unlock Your User Account to enable You to proceed.
- 4.9 If You have not accessed Your User Account for 18 months or more Your Account will be locked. If this happens You will be required to provide Us with some security information before You can access Your User Account again. Once We have checked Your identity we will unlock your User Account to enable You to proceed.
- 4.10 You agree to keep any security details (including Password and Memorable number) safe. You should not disclose Your Password or Memorable number to anyone else.
- 4.11 You will advise Us immediately if You know, believe or suspect that such security has or may have been breached.
- 4.12 We will not be responsible for any Information incorrectly disclosed or any matter acted on, which is requested in writing, by telephone or on ZIO unless You have previously advised Us of a breach or suspected breach of security and We have acknowledged your communication. We will acknowledge Your communication within a reasonable time.
- 4.13 You will be responsible for testing all downloaded data and Software for viruses or other disabling or damaging software. We will not have any liability for loss of or damage to data or any software arising from the downloading or use of data or Software from ZIO.
- 4.14 We recommend that you regularly change your Password and Memorable number to optimise the security of the Service.
- 4.15 Please be aware that at times fraudulent emails are circulated purporting to be from Zurich. Please remember Zurich NEVER asks customers to enter their log-in details or Memorable number through email.
 - 4.15.1 DO contact us if you receive a fraudulent email.
 - 4.15.2 DO check the last Log In time and date when logging in to ZIO.
 - 4.15.3 DO contact us if you see any suspicious activity when using ZIO.
 - 4.15.4 DO NOT respond to an unsolicited email asking you to click on a link.
 - 4.15.5 DO NOT open ANY attachments within any email purporting to be from ZIO.
 - 4.15.6 DO NOT give out ANY personal or security details including your Memorable number.

5 Right to refuse disclosure of Information

- 5.1 Regardless of anything else in these Terms and Conditions, We reserve the right (in Our absolute discretion) to refuse to provide any Information if We have reason to believe that:
- 5.1.1 it is not You requesting the Information;
 - 5.1.2 the instructions from You are unclear; or
 - 5.1.3 such disclosure of Information may cause Us to breach any contractual duty, law or other obligation.

6 Accuracy and Completeness of Information, Suitability and Software defects

- 6.1 ZIO provides real time Information which is regularly updated during daily processing.
- 6.2 We make all reasonable efforts to ensure that the Information supplied to You is accurate and complete. It is Your responsibility to provide accurate and complete information to Us at all times as the Information is in part based on the information provided by You. You acknowledge that if You provide inaccurate or incomplete information this may result in the Information supplied by Us being inaccurate or incomplete.
- 6.3 You acknowledge that the Information accessible via ZIO is subject to change during daily processing times and any reliance on the Information is your responsibility. If you are in any doubt as to the accuracy or completeness of Information due to processing updates You are recommended to re-visit ZIO at a later time or contact Us.
- 6.4 You agree to inform Us as soon as reasonably practicable if You become aware of any inaccurate or incomplete information in either Your details or in the Information accessed by You through ZIO.
- 6.5 Where You become aware that a defect in Our Software or error to Our systems has occurred You agree to stop using the Service immediately and to notify Us so that any Software defects or system errors may be rectified.
- 6.6 We accept no responsibility for the partial or complete loss of any Information or requests input via ZIO by You. You must at all times make timely enquiries of Us if any expected response has not been received from Us, or You might reasonably think that a data transmission or processing error has occurred, or We appear to have not acted on a request made by or through You.

7 ZIO

- 7.1 We may make available all or part of the Information to You on ZIO. You may, where the functionality exists, use ZIO to supply Information to Us, or to ask Us to make changes to Information or to Your Policies subject to the Policy Terms. No change will be considered effective unless valid and accurate instructions have been received.
- 7.2 You acknowledge that illustrated funds, Policies or any statements made available on ZIO may be withdrawn or modified, as provided for in the Policy Terms and conditions.
- 7.3 You may print such pages from ZIO which You are permitted to access providing that You comply with the provisions set out in clause 10.
- 7.4 You agree that when you access the Information on ZIO You do so at Your own risk. You acknowledge that, regardless of any security procedures put in place by Us, in accessing ZIO, Information may be at risk of being accessed by other unauthorised persons.
- 7.5 You acknowledge that the Information accessible via ZIO may not be available at all times.
- 7.6 You agree to access and use the Service in compliance with the Law and any other laws and regulations of any other jurisdiction that may apply.
- 7.7 You acknowledge responsibility for ensuring that the Service is used in accordance with these Terms and Conditions. If We form a reasonable opinion that these Terms and Conditions have been breached We may either:
- 7.7.1 Suspend or terminate these Terms and Conditions and/or the Service without notice; or
 - 7.7.2 Block access to any part of the Service provided.
- 7.8 We reserve the right to modify ZIO from time to time without notice.
- 7.9 We reserve the right to withdraw the right to access Information via ZIO at any time without notice and without giving reason.

- 7.10 Use of ZIO is governed by Username, Password and Memorable number and/or such other security details requested by Us from time to time. We are entitled to assume that any instruction or request given via ZIO when using the Password and Memorable number comes from You.
- 7.11 If Your Username and/Password or Memorable number are lost, stolen or compromised You must report this to Us as soon as reasonably practicable. Responsibility for the loss, theft, abuse or consequences of such will remain with the You until We acknowledge communication of such an event. We will acknowledge Your communication within a reasonable time.
- 7.12 We reserve the right to monitor any and all use of ZIO.
- 7.13 This clause 7 will not affect the provisions of any other clause contained in these Terms and Conditions.
- 7.14 It is Your responsibility to ensure that in accessing Information via ZIO You have at all times compatible software with which to do so, including but not limited to any Software provided by Us or changes resulting from updates to Our systems. Any costs in relation to making such software compatible are for Your sole account.
- 7.15 You will always effect access to ZIO via its home page and will not create or attempt to create links from other websites to any pages of ZIO.
- 7.16 You will not allow any pages of ZIO to be framed by pages from Your own or third party websites.
- 7.17 ZIO may be used to effect communications between You, insurance intermediaries, introducers and/or third parties, either directly or indirectly by the facilitation of email communication. We are under no obligation to monitor such communications. We will be under no liability for communications which are not issued or expressly issued by Us.
- 7.18 When using ZIO You must not input or otherwise transmit information that might reasonably be regarded as offensive or obscene, or do anything which would amount to a criminal offence or create a civil liability for Us.
- 7.19 Where You access Information about any natural or legal person You warrant that You will only do so when acting on lawful authority.

8 Data Protection

- 8.1 You agree that We and Our employees may hold and process all names and other information obtained as a result of these Terms and Conditions and Your use of ZIO. You agree that such data may, in certain circumstances, be supplied to and processed by other divisions of Our group (including but not limited to affiliate or subsidiary companies controlled or owned from time to time by Our ultimate parent company) and third party service providers to administer Your affairs with Us, to administer Your/Your clients' policies, to comply with legal, tax and regulatory requirements as well as for accounting, reinsurance, statistical, fraud and financial crime investigation, fraud and financial crime prevention and, subject to Your rights for marketing purposes.
- 8.2 You acknowledge that We may from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to government or other bodies and/or authorities.
- 8.3 You acknowledge that data may be processed outside of the European Economic Area.
- 8.4 You confirm that in supplying data You are acting in compliance with any relevant data protection laws.
- 8.5 Personal data that You provide to Us will be held in accordance with the Data Protection Act 2002 of the Isle of Man and the Federal Act of 19 June 1992 on Data Protection (FADP) of Switzerland, both as amended from time to time.
- 8.6 We may use cookies, web bugs or other means to gather information about You.

9 Third Party Information

- 9.1 We do not warrant or represent that any Information contained in a third party website that may be linked to ZIO via a hyperlink or any other link, is accurate, correct, complete or reliable.
- 9.2 You acknowledge that in using any third party website You do so entirely at Your own risk. You should use such websites in accordance with the terms of the website being entered.

10 Intellectual Property Rights

- 10.1 Except as stated below, all copyright and other intellectual property rights that may exist in or over the Information, the method of disclosure (including the use of Software in downloading such Information via ZIO) and the presentation of it (including trade marks, logos, etc.) and the Illustration Software are Our exclusive property or licensed to Us.
- 10.2 You may not copy, reproduce, republish or disclose all or any of the Information received from Us by whatever method without Our express prior written approval.
- 10.3 You may not copy, reproduce, republish, transfer to any other medium or use or adapt or modify, rent, lease, lend or purport to assign the Software or any part of it downloaded from ZIO, other than in a way contemplated by these Terms and Conditions, without Our express prior written approval.
- 10.4 Regardless of any other provision in this clause 10, We give You permission to download or retrieve Information from ZIO provided that such Information will be used only for Your ZIO activities and that you lawfully access the Information concerned. You are responsible for testing all downloaded Software and data for viruses or other disabling or damaging software. We have no liability arising out of the downloading of Software by You from ZIO.
- 10.5 Where applicable We give You a non-exclusive, non-transferable and non-assignable licence to download and use the Illustration Software, and any related documentation, in accordance with these Terms and Conditions. You may make archival copies of the Illustration Software for backup purposes.
- 10.6 The Illustration Software may be used only for the purposes of providing Your clients with personal financial illustrations or quotations relating to Our products.
- 10.7 The Illustration Software is not to be used to provide personalised financial illustration and quotations in breach of Our business acceptance policy or Your (insurance intermediary) terms of business agreement with Us, or the law of any country.
- 10.8 You will obtain any licences required in respect of any intellectual property rights existing in third party websites linked via hyperlink to ZIO directly from the relevant third party. We will not be responsible or liable in respect of such intellectual property rights as a result of You having accessed that third party website via ZIO.
- 10.9 You may not use, copy, modify, distribute, or reverse engineer any intellectual property licensed to or owned by Us contained in or accessed through ZIO, except as expressly permitted by these Terms and Conditions.

11 Warranty and Liability

- 11.1 We warrant to You that in providing the Information We will use reasonable skill and care.
- 11.2 To the fullest extent that We are permitted by law to exclude liability We will not be liable to You or any third party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any loss of profit, loss of data, or damage to computer programs, or loss of anticipated savings, nor for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our negligence or the negligence of Our employees or agents or otherwise) which arise out of or in connection with the use of or availability of ZIO or the provision of the Information or its use by You, Your clients or any other party.
- 11.3 Without limitation to clause 11.2 above We will not be liable to You, Your clients or any other party or be deemed to be in breach of these Terms and Conditions by reason of any delay, interference or inability to supply the Information.

12 Indemnity

- 12.1 You will indemnify and keep Us indemnified against any claims, liability, loss, damage or expenses incurred by Us arising from or in connection with any breach by You of Your obligations or warranties to Us under these Terms and Conditions.

13 Change in Terms and Conditions

- 13.1 We reserve the right to modify these Terms and Conditions from time to time by publication on ZIO. You will be deemed to have accepted such changes if You proceed to use ZIO after such changes have been posted on ZIO.

14 Change in Contact Details

- 14.1 You must inform Us immediately of any change to Your or as the case may be Your clients' name, address, telephone number, email address or any other relevant details.
- 14.2 We will use the email address provided by You as part of the ZIO registration process to update Our Policy records where applicable.
- 14.3 In the event that You fail to advise Us of the change of contact details referred to in clause 14.1, We will not be held liable for any disclosure by Us of Information using previous contact details provided by You.

15 Termination and Consequences

- 15.1 We reserve the right at any time to terminate these Terms and Conditions and the provision of Services by withdrawing access to ZIO.
- 15.2 In the event that We terminate these Terms and Conditions and the provision of Services all and any licences or rights granted under these Terms and Conditions to You will be withdrawn immediately.
- 15.3 If You are an insurance intermediary these Terms and Conditions will terminate automatically if Your (insurance intermediary) terms of business with Us are terminated and are not immediately replaced with a new terms of business issued by Us.

16 General

- 16.1 These Terms and Conditions contain the entire agreement between You and Us and supersede all previous agreements and understanding made between the parties in relation to the Service.
- 16.2 If You are an insurance intermediary these Terms and Conditions are supplemental to Your (insurance intermediary) terms of business with Us. In the case of conflict these Terms and Conditions will prevail, except where such precedence would result in a breach of any regulatory or legislative requirement in which case the terms of business will prevail.
- 16.3 Each party acknowledges that in entering into these Terms and Conditions it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions. Accordingly, all conditions, warranties or other terms implied by statute or common law are expressly excluded to the fullest extent permitted by law.
- 16.4 If any provision of these Terms and Conditions are held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions will continue to be valid.
- 16.5 You may not assign, subcontract or hold on trust all or any of its rights or obligations under these Terms and Conditions. We may assign any of Our rights or obligations under these Terms and Conditions.
- 16.6 If You access ZIO jointly with another person or persons, Your liability will be joint and several.
- 16.7 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions will be considered to be a waiver of that right and no waiver by Us of any breach of these Terms and Conditions by You will be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.8 These Terms and Conditions may be amended or modified in whole or in part at any time at Our absolute discretion.
- 16.9 Except as expressly provided in these Terms and Conditions, no term of these Terms and Conditions will be enforceable by any person other than You or Us or our permitted successors and assignees.

17 Law and Jurisdiction

- 17.1 The Law governs these Terms and Conditions and their interpretation. You agree that the only courts that may deal with any dispute that arise are the courts of the Isle of Man or Switzerland as the case may be and courts forming part of their respective appeal systems. In the event that these Terms and Conditions are translated into another language, the English version will prevail.

Zurich International Life Limited (Singapore branch) is licensed by the Monetary Authority of Singapore to conduct life insurance business in Singapore. Member of the Life Insurance Association of Singapore. Member of the Singapore Financial Dispute Resolution Scheme.

Zurich Life Insurance Company Ltd is registered (Registration No. F-1435) in Hong Kong on 31 August 1984 as a non-Hong Kong incorporated company with its branch in Hong Kong.

Zurich International Life Limited is registered in Bahrain under Commercial Registration No. 17444.

Zurich International Life Limited is authorised by the Qatar Financial Centre Regulatory Authority.

Zurich Life Insurance Company Ltd and Zurich International Life Limited are registered (Registration Nos. 62 and 63) under UAE Federal Law Number 6 of 2007, and its activities in the UAE are governed by such law.

Zurich International Life is the business name of Zurich International Life Limited and Zurich Life Insurance Company Ltd.

Zurich International Life Limited provides life assurance, investment and protection products and is authorised by the Isle of Man Government Insurance and Pensions Authority. Registered in the Isle of Man number 20126C.

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Calls may be recorded or monitored in order to offer additional security, resolve complaints and for training, administrative and quality purposes

