



## ONLINE SERVICE TERMS AND CONDITIONS FOR FINANCIAL ADVISERS

We refer to the terms and conditions (the “Terms of Business”) on which business is conducted between us, The Royal London Mutual Insurance Society Limited and any of its subsidiaries (together therein referred to as the “Company”), and you and your employees (therein referred to as the “Intermediary”). We refer to the dedicated secure internet facilities for Intermediaries, available on the Company’s web site at [royallondon.com](http://royallondon.com) and other related test sites or via Trusted Third Party systems using secure messaging, which the Company has made available to the Intermediary in response to the Intermediary’s request for access to be granted (the “System”). “Trusted Third Party” means any trusted third party with whom the Company has entered into an agreement for the provision of online authentication and other services.

Access to the System is being made available to the Intermediary by the Company to allow the Intermediary to (i) have online access to certain information about the products of the Company, (ii) obtain current details of the Company’s products purchased by the Intermediary’s clients, and (iii) instruct the amendment of client details electronically (“Online Policy Changes”).

This Agreement sets out the terms on which access to the System is provided to the Intermediary and shall be read in conjunction with and not as an amendment to the Terms of Business:

1. The Company hereby grants to the Intermediary a non-exclusive, non-transferable licence to use the System subject to the terms and conditions of this Agreement and for the purposes set out in this Agreement. The Company reserves the right to amend, update or alter the System and in such event this Agreement shall apply to the System as amended, updated or altered from time to time.
2. The Company shall accept any request for data from a Trusted Third Party with accompanying security identifying the request as originating from the Intermediary as a request from the Intermediary.
3. The Company will use its reasonable endeavours to ensure that access to the System will be available during normal business hours. However the Company is under no obligation to provide access and shall have no liability to the Intermediary for failure to provide access to the System during such hours or at any other time.
4. The Company reserves the right to withdraw the right of the Intermediary to access the System and to terminate this Agreement at any time and without giving any reason therefore.
5. All data provided to the Intermediary as a result of its use of the System shall at all times remain the property of the Company and shall be used by the Intermediary solely for the purposes of fulfilling its obligations to its clients. The Intermediary shall at all times keep such data confidential and shall only disclose the data obtained from the System relating to a specific client of the Intermediary with the consent of the client in question or where required by law.

6. The following terms will apply to all communications in respect of Online Policy Changes.
  - (i) The Intermediary's communications shall not be deemed to have been properly received by the Company until the communication is accessible by the Company.
  - (ii) The Intermediary accepts responsibility and liability for the completeness and accuracy of any communication sent to the Company using the System and the Company will not be liable for any consequence of any incomplete or incorrect communication.
  - (iii) The Intermediary authorises the Company to treat any electronic communication from it as a valid instruction without the need for further written confirmation. The Company will treat the Intermediary's instructions as its instructions even if the Intermediary can prove that they were not sent by the Intermediary or with its authority provided that the Company or its employees were not guilty of negligence, fraud or wilful default in treating them as valid instructions.
  - (iv) If the Intermediary does not receive confirmation or if any aspect of the confirmation received does not accurately reflect the instruction given by the Intermediary or it receives a confirmation for an instruction relating to business which has not been placed by itself, the Intermediary should immediately notify the Company giving full details of the issue. In the event that the Intermediary fails to notify the Company as soon as reasonably practicable in any of these circumstances, the Intermediary will be deemed to accept the terms of the confirmation as sent to it by the Company.
  - (v) The Company reserves the right to obtain from the Intermediary written confirmation of any instruction sent via the System.
7.
  - (i) The Intermediary shall at all times in using personal data received as a result of its access to and use of the System comply with the Data Protection legislation and all related legislation and ensure that the Intermediary has appropriate notifications in place to allow the Intermediary to hold and process personal data received as a result of its access to and use of the System. The Intermediary shall put in place appropriate technical and organisational measures to ensure that the personal data accessed by the Intermediary via the System is not unlawfully accessed or disclosed to third parties and that there is no accidental loss, destruction of or damage to the personal data.
    - (ii) The Intermediary shall at all times comply with the Data Protection legislation in relation to carrying out of any transfers of personal data outwith the European Economic Area. The European Economic Area comprises the member states of the European Union together with Liechtenstein, Norway and Iceland. It should be noted that a transfer of personal data to the Isle of Man or to Jersey or Guernsey would not be a transfer within the European Economic Area. A transfer of personal data may only be made if appropriate protections are put in place in relation to protection of the personal data after the transfer.
8. The Intermediary shall not disclose to any third party any password allocated to the Intermediary by the Company nor provide to any third party any digital certificate granting access to the System.
9. The Intermediary shall immediately upon an employee's leaving the employment of the Intermediary:
  - (i) change all system passwords available to the former employee that are shared with existing employees.
  - (ii) revoke all digital certificates used to access the System that are used by the former employee.
  - (iii) contact the Company to request that all means of accessing the System available solely to the former employee are cancelled.
10. The Intermediary shall notify the Company immediately if the Intermediary becomes aware, or has reason to believe, that the security of the System has been compromised.
11. The Intermediary shall at all times use and access the System in accordance with any guidance issued from time to time by the Company and shall not use the System for any unlawful, improper or immoral purpose. Any access to the Company's systems, other than access to the System or any unrestricted access areas on the web site at **royallondon.com** and other related test sites, or inappropriate use of the System will result in the immediate termination of this Agreement.
12. In the event that the Company makes software available to the Intermediary for use in connection with the System (the "Software") the Intermediary shall not modify, assign, sublicense, sell, charge or rent the Software nor shall the Intermediary copy, modify, enhance, compile or assemble or reverse engineer the Software unless where permitted by law or any other terms of this Agreement. Other than where required by law, the Company provides no warranty that the Software is fit for its purpose nor that it is free of errors, viruses or bugs.

13. (a) The Company has taken reasonable care to ensure that the information contained on the System is accurate; however, no representation or warranty, express or implied, as to the accuracy or completeness of such information is given. The Company shall have no liability for any loss or damage (whatsoever or howsoever caused) suffered by the Intermediary arising from the use of, or reliance upon, the information contained on the System including, without limitation, any loss of profit or any other loss or damage direct, indirect or consequential or damages resulting from loss of use, data or profits whether in an action of contract, negligence or other delictual or tortious action arising out of or in connection with the use of, or reliance upon, the information contained on the System or any failure of the part of the Company to make access available to the Intermediary or as a result of any damage to the Intermediary's computer systems arising from the Intermediary's use of the System. The Company will accept no liability for failure to carry out any instruction received electronically using Online Policy Changes unless the Intermediary can show that it had received an accurate confirmation of such instructions, or if the Company is unable to obtain payment of the full amount due or if incorrect details are submitted with the Intermediary's instruction.
- (b) For the avoidance of doubt, nothing in this paragraph 13 seeks to exclude or limit any liability which may not lawfully be excluded or limited.
14. The Intermediary hereby agrees to indemnify the Company in respect of any loss, costs, damages or expenses (including legal costs and expenses) suffered by the Company as a result of the Intermediary's misuse of the System or any element thereof or any wilful default or fraud of the Intermediary or any breach by the Intermediary of the Data Protection legislation. This obligation shall survive any termination of this Agreement.
15. The Company shall be entitled to assign this Agreement at any time without the consent of the Intermediary.
- By selecting 'I Agree' I confirm acceptance of the terms of this Agreement on behalf of the Intermediary.



**Royal London**  
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All literature about products that carry the Royal London brand is available in large print format on request to the Marketing Department at Royal London, St Andrew House, 1 Thistle Street, Edinburgh EH2 1DG.

All of our printed products are produced on stock which is from FSC® certified forests.

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