



ELECTRONIC ACCESS, INTERNET, E-MAIL, FAX AND TELEPHONE

This Agreement was last updated: 20th July, 2020

Please read this Agreement carefully before using our E-Commerce/Online Service Platform ("PayGuard") or sending instructions via internet, email, fax and telephone. It contains important information. In this Agreement, "FamGuard" means FamGuard Corporation Limited, its subsidiaries, related entities or affiliates or their respective successors and assigns. You can find a list of words we define in this Agreement at the end.

Scope

This Electronic Access, Internet, E-mail, Fax and Telephone Agreement, as amended by FamGuard from time to time (this "Agreement"), governs your access to and use of PayGuard and also governs your use of the internet, e-mail, fax and telephone to provide instructions to us. By clicking "Accept", you acknowledge and confirm that you have read, understand and agree to be bound by this Agreement. If you do not agree to all of the provisions of this Agreement, then you shall not use PayGuard nor shall you provide instructions to us via internet, e-mail, fax or telephone.

Other Agreements

This Agreement is in addition to and supplements any other agreements you have with us. It does not replace any other current or future agreement between you and FamGuard. Other Agreements still apply, including any applicable to products or services. If there is a conflict or inconsistency between this Agreement and any of those other agreements, then Parts A and C of this Agreement will take priority and govern solely regarding your access or use of PayGuard, Parts B and C of this Agreement will take priority and govern solely regarding your provision of internet, e-mail, fax or telephone instructions to us and the other agreement will apply to everything else to the extent necessary to resolve the conflict.

Changes to this Agreement

We may change this Agreement at any time by posting the revised Agreement on our Website. It is your responsibility to periodically check the version date of this Agreement (at the top of this Agreement) and review all changes to this Agreement since the previous version. If you do not agree to a change in this Agreement, you must immediately stop using PayGuard and you shall not provide instructions via internet, e-mail, fax or telephone.

PART A – ELECTRONIC ACCESS

Changes to PayGuard

You understand that we may change any part or feature of PayGuard without giving you notice.

Use

You must use your ID and Password to access PayGuard. You must carefully select your Password so that it cannot be easily guessed or reverse engineered by anyone else.

You agree to keep your ID and Password absolutely confidential in all circumstances; they are for your use alone. You will not disclose to others (including a close family member and/or friend or any of our staff). You will implement any and all security measures available through the operating systems and internet

browser applications you use to access PayGuard, including clearing the browser application's cache (temporary storage location) and closing the browser application after each use of PayGuard. If you suspect that your ID or Password for accessing PayGuard are, or may become known to any other person or might otherwise be available for unauthorized use in connection with PayGuard, you will: (a) immediately change your ID and Password and; (b) immediately notify us at fgcustomercare@familyguardian.com. Until you provide such notice to us and we have received and processed it, you will be fully responsible and liable for all authorized or unauthorized use of your ID and Password to access PayGuard. We may, at any time and without notice to you, cancel or suspend your ID and Password or require that you change your ID and Password.

Responsibility for Losses

You agree that you are responsible without limitation for any losses that result from your own use of any Electronic Device to access PayGuard and of your ID and Password or that result from any use by a third party of your Electronic Device to access PayGuard and of your ID and Password.

In addition, you are responsible for any losses that result if:

- a. You make an entry error when using PayGuard;
- b. You claim that your ID and Password were compromised but you do not co-operate fully in an investigation by us or the authorities; or
- c. Someone else uses your ID and Password to access the E-Commerce/Online Service Platform without your authority but your actions (or inaction) contribute to that unauthorized use.

Security and Signing Off

You acknowledge that the use of PayGuard presents inherent security risks. The Electronic Device you use may be vulnerable to viruses or online attacks that seek to intercept or alter information including sensitive information that you provide through the internet. To reduce the chances of harm, you should take all reasonable precautions, including ensuring that any Electronic Device you use to access PayGuard has an up-to-date anti-virus program, anti-spyware program and a firewall. To prevent unauthorized access to PayGuard, you must sign off of PayGuard and close your browser. You agree that you will not use PayGuard or our Website for an illegal or improper purpose, or take steps that could

have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of our systems or that could allow unauthorized access to our systems.

Intellectual Property Rights

All information and tools we provide online, and all software and systems used by us to provide PayGuard and the Website, are proprietary to, and owned by us and other licensors, and are protected by intellectual property laws. You agree not to sell, distribute or commercially exploit the information or tools. You further agree not to use the information or tools except for your own personal use. Except as otherwise permitted under this Agreement, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide PayGuard or the Website; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Website or through PayGuard in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Website or from other users of the Services. Nothing in this Agreement or on the Website will be construed as providing you with any right, title, and interest in or to any of FamGuard's intellectual property rights, or to grant you any licenses, whether by implication or otherwise.

Disclaimers

You are solely responsible for: (a) obtaining, configuring and maintaining all computer hardware and other devices, software, and other equipment and services necessary for you to access and use PayGuard; (b) scanning for and preventing the receipt and transmission of viruses, malware, spyware and other destructive and disruptive components (including by using appropriate anti-virus and anti-malware programs and properly configured firewalls); and (c) maintaining a complete and current backup of all the information contained on your computer hardware and devices before accessing or using PayGuard.

Limitation of Liability

Except as otherwise expressly set out in the applicable agreement governing Accounts, in no event and under no circumstances will we ever be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, and costs, under any theory of law, for an amount exceeding \$100 (BSD) or the amount you paid to us for the use of PayGuard, whichever is less, even if any negligence or other fault or wrongdoing is by us or anyone for whom we are responsible.

No Warranties

Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of PayGuard, or the Website and the Accounts and services, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) PayGuard or the Website will meet your requirements; (ii) PayGuard or the

Website will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of PayGuard or the Website; (iv) all deficiencies in PayGuard or the Website can be found or corrected; and (v) that the Website and any communication from us, whether from the Website, or otherwise, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

Refunds

The Company may refund premium payments received for policies that have lapsed or have been cancelled or where there is an incorrect transaction. Any money refunded will be returned via cheque.

Please contact our Client Care Division at fgcustomercare@familyguardian.com for more information regarding refunds.

Privacy of Your Information

FamGuard believes strongly in protecting the privacy and confidentiality of internet users who visit its Website and PayGuard. This Section explains the way in which our Website and PayGuard collects Personal Information, how we may use this information, and the ways in which we protect it.

What Data Do We Collect?

Personal Information is information that identifies you as an individual or relates to an identifiable individual. The type of Personal Information we may collect may relate to the performance of the Website and PayGuard and, when applicable, the product or service that has been offered to you.

Generally, we may collect the following types of Personal Information about you and, if required for the services provided, about your dependents or beneficiaries.

- Individual Contact and Demographic Information (including Family Members): name, address, e-mail address, telephone number, gender, marital status, date and place of birth, employer, job title and/or your relationship to the policyholder, insured, beneficiary or claimant.
- Identification details: identification numbers issued by government bodies or agencies. This information may include your national insurance number, passport number, driver's license number or any other Personal Identification needed to transact business.
- Financial information: payment card number and any other financial information necessary to substantiate payment.
- Policy Information: policy information including name of the policyholder and/ owner of the account and policy number and name(s) of beneficiaries.

You may request details of Personal Information which we hold about you under the Data Protection (Privacy of Personal Information) Act 2005. A small fee may be payable.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or e-mail us as soon as possible. We will promptly correct any information found to be incorrect.

How do We Collect Data?

We may collect information from you when you visit our Website or PayGuard using automated means. We may use various tools to enhance your user experience and track users of our Website, including cookies. These tools may collect personal information including your IP address and domain name, your browser version and operating system, traffic data, location data, web logs and other communication data, and the resources that you access.

Cookies are small pieces of text that a website places on your computer to help remember information about your visit. Cookies can read data off your computer's hard drive or collect your Personal Information. We use information collected from cookies to improve your experience and the overall quality of our services. We may also use cookies to collect information from third parties (such as Google) to help advertise our products and services, to analyze the effectiveness of our marketing or the performance of our Website, and to determine whether you may be interested in other products or services.

You can refuse to accept and delete cookies by adjusting your browser setting, however please note that refusing or deleting cookies may impact your browsing experience on our Website, or prevent you from using some of its services, and it may result in the deletion of any preferences you have set.

How Do We Use the Personal Information We Collect?

We will use the information provided by you in order to:

- verify your identity
- register and service your online account or payment
- process an insurance transaction, enrollment, or service requested by you directly, or through a third party
- maintain network security and performance and protect against cyber-attacks
- market our services to you, including ours, those of our affiliates, and those of other third parties

What Steps Do We Take to Protect Your Information?

We restrict access to your Personal Information to employees of ours, our affiliates, and third-party service providers who reasonably need it to support our Website or provide our products or services. We have implemented physical, administrative and electronic safeguards to protect your personal information from unauthorized access.

Links to Other Websites

Our Website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst



visiting such sites and such sites are not governed by this Privacy Section. You should exercise caution and look at the privacy policy applicable to the website in question.

For more information regarding our privacy policies, please submit your queries to our Client Services Division at fgcustomercare@familyguardian.com.

PART B – INTERNET, E-MAIL, FAX AND TELEPHONE

FamGuard agreeing to accept instructions in accordance with this Agreement, given from time to time to any of its offices, you agree as follows:

Authorized Instructions

You authorize FamGuard to accept any instructions from you via e-mail, telephone, fax or PayGuard.

- a. to provide Account and transaction information;
- b. to issue stop payment orders;
- c. To receive benefit payments;
- d. To transfer money between policies;
- e. To request benefit payments; and/or
- f. To provide additional information on new applications or reinstatements relating to transactions in connection with any existing credit arrangement between you and FamGuard.

You understand that FamGuard reserves the right to first obtain verbal or written confirmation before executing any such instructions.

Use of e-mail

If you use e-mail to communicate with FamGuard, you authorize FamGuard to reply to you by e-mail. This includes sending your confidential information to you at your request. If you are an individual, FamGuard will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that you have designated for e-mail communications. If you are a corporation, partnership, or unincorporated association, FamGuard will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that you have designated for e-mail communications and that bears both your name (company name) as well as the name of your authorized signatory (individual name).

Acting on instructions

FamGuard may act on instructions and information from, or purporting to be from you as if you had given FamGuard such instructions or information in writing, until FamGuard has received written notice to the contrary. You agree that you will be liable for the transactions that are conducted on your Instructions, and any losses that may arise from these transactions. You agree that we may maintain a record of your Instructions, and, if you provide Instructions by telephone, we may record your voice or



responses and you consent to such recording. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete. We are not required to confirm the identity or authority of any person giving instructions for you. We, in our discretion, may require proof at any time of the identity and authority of any person giving Instructions to us.

Confirmation of instructions

You acknowledge that FamGuard may request that you provide confirmation of telephone and e-mail instructions to FamGuard on the day that they are given by delivering to FamGuard's office a written confirmation signed by you. FamGuard may, but need not, notify you of any discrepancy between the instructions as understood by it and the written confirmation from you, provided that the failure to so notify you shall not amount to gross negligence or willful misconduct.

Validity of Communications

All of your Communications that FamGuard accepts and acts upon will be considered to be final, valid and authentic. This will be the case even if, among other things, they did not come from you, were not properly understood by FamGuard (except for FamGuard's gross negligence or willful misconduct) or were different from any of your previous or later Communications.

Doubts as to your Communications

FamGuard does not have to act upon any of your Communications if it is unsure whether they are accurate or are really from me or if FamGuard does not understand them.

Communication Risk

The Customer agrees that e-mails, facsimile and other electronic communication are not secure means of communication and hereby assumes the risk that (a) Instructions may be intercepted, read, retransmitted or altered by a third party; (b) Such messages may be delivered late, not received or lost; (c) Computer viruses may be spread via e-mail causing damage to software, data and/or computers.

Liability

FamGuard will not be responsible for any costs, damages, demands or expenses which you may incur due to FamGuard's acting or failing to act upon your Communications (except for FamGuard's gross negligence or willful misconduct). In the event of FamGuard's gross negligence or willful misconduct, FamGuard's liability shall be limited to the amount involved in your Communication. FamGuard shall not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.

Indemnity clause

You will indemnify and keep FamGuard harmless from any claims, damages, demands and expenses that FamGuard incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from FamGuard acting, or declining to act, on any of your Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to FamGuard.

Corporations, Partnerships and Associations

If you are a corporation, partnership or association, FamGuard may only accept your Communications when they are from, or purport to be from, your signing officer(s) who is/are authorized to sign in accordance with the list of authorized signatories provided to FamGuard. If you are a corporation, you confirm that you have obtained the approval of your board of directors or shareholders, as applicable; to enter into this Agreement and you will provide FamGuard an appropriately signed resolution to this effect from your board of directors.

Consent

You understand that FamGuard protects all of your information but there are instances where FamGuard will need to provide information to third parties, and FamGuard requires your consent in order to do so.

You hereby consent to the collection, use and sharing by FamGuard (including its subsidiaries, related entities or affiliates or their respective successors and assigns) of information about you collected during the course of your relationship with FamGuard with any member or members of FamGuard, in whichever country such member conducts business. You also consent to FamGuard collecting, using and sharing information with any domestic or foreign: (a) governmental, regulatory (including insurance regulators), tax, judicial, law enforcement, agencies or departments (b) financial institutions (c) entities providing outsourcing services to FamGuard (d) credit bureaus or similar reporting agencies, or (e) authorities, agencies, departments or other parties as may reasonably be required for the purposes of (i) identifying you; (ii) qualifying and providing you with products and services; (iii) processing your transactions; (iv) verifying information you may provide; (v) managing FamGuard's business; (vi) protecting you or FamGuard from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing you about other products or services.

FamGuard will only be liable for direct damages resulting from FamGuard's; its subsidiaries', or affiliates' negligent acts or omissions arising from the performance of the obligations under this agreement.

For the purposes of this clause, "information" means any information or data in any form, including paper, electronic, video or voice recording, and includes (but is not limited to) personal information (such as name, address, contact details, age, marital status, education, employment history, identification numbers, financial information and credit records either (a) related to any product or



service provided by FamGuard to me or an account over which I have signing authority or a legal or beneficial interest or ownership or (b) to transactions (including those between me and FamGuard) in respect of these products or services.

Money Laundering

Money Laundering legislation requires that FamGuard verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to FamGuard to disclose this information to money laundering prevention and control officers within FamGuard, for the purpose of ensuring FamGuard complies with money laundering legislation. You will indemnify FamGuard for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable Money Laundering legislation regarding your Account(s), including but not limited to seeking direction from a court of competent jurisdiction on FamGuard's rights and obligations in such matters.

Authorization

You understand that by executing this Agreement you authorize FamGuard to accept and irrevocably honor any and all instructions set out in this Part B of this Agreement. You further agree that any one of the signatories to this Agreement may authorize the instructions.

General

Business Hours

FamGuard will act on any of your Communications during the usual business hours of FamGuard's office at which they are received on the earliest day possible.

Monitoring Facilities

FamGuard will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since FamGuard's ability to act on your Communications depends upon the normal functioning of various communication facilities, FamGuard is not liable for any delay or failure to receive your Communications.

Admissibility

If it wishes, FamGuard may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that FamGuard has of your Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.

Changes to list of authorized Signatories

You may from time to time notify FamGuard's office of changes to the list of authorized signatories. No change to that list is effective until FamGuard's office has received written notice of the change.

Notice

Either party may give notice to the other by personal delivery or by fax communication in accordance with this Agreement.

PART C – GENERAL PROVISIONS OF THIS ELECTRONIC ACCESS, INTERNET, E-MAIL, FAX AND TELEPHONE AGREEMENT

Binding Agreement

This Agreement is binding on and will enure to the benefit of us, our successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives. You may not assign this Agreement or any of your rights and obligations under this Agreement without our express prior written consent, which we may, in our discretion, withhold. We may assign this Agreement and our rights and obligations under this Agreement to any other person without your consent.

Severability

If some or all of the terms in this Agreement become illegal, invalid, or unenforceable in any way under the law of any jurisdiction, that does not affect the legality, validity, or enforceability of the rest of this Agreement in that jurisdiction. We may exercise some, all, or none of our rights including remedies or powers, under this Agreement or our rights under the law or in equity. If we choose not to exercise some or all of our rights right now, we are not giving up those rights. We may still exercise those rights later.

Allocation of Risk and Liability and Exceptions

You acknowledge and agree that the allocation of risk and liability set out in this Agreement is fair and an essential part of the bargain between you and us, and is an inducement to us to permit you to use PayGuard and to provide instructions to us via internet, email, fax and telephone.

Withdrawal of Access

We may terminate this Agreement with you or withdraw your access to PayGuard at any time, without notice to you, in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any Losses or inconvenience that result from our withdrawal of your access.

DEFINITIONS

The following terms used in this Agreement mean:

“Account” means any account at FamGuard held in your name, which exists at any time.



“Affiliate” means any of our subsidiaries or affiliates including Family Guardian Insurance Company Limited and FG Insurance Agents & Brokers Ltd.

“Agreement” means this Electronic Access, Internet, E-mail, Fax and Telephone Agreement.

“Communications” means any instructions or information from, or purporting to be from, you or your e-mail address.

"Electronic Device" means any electronic device that we allow you to use to access PayGuard.

“FamGuard” means FamGuard Corporation Limited, its subsidiaries, related entities or affiliates or their respective successors and assigns.

“Instructions” refers to any telephone or faxed instructions or e-mail message in the English language.

Personal Information is information that identifies you as an individual or relates to an identifiable individual.

“ID” means a unique reference that you use to identify yourself.

“Website” means any website operated by us through which you access PayGuard and our FamGuard Website;

“you” and “your” means the person who requests access to or uses Online Banking and, in the case of a corporate entity, a person who by requesting access or using online banking, represents that they have, and continue to have, authority to do so.