

MetLife Extranet Terms and Conditions Of Use

These Terms of Use govern Your access to and use of the MetLife Online Services made available to You through the MetLife Extranet. Please read them carefully before confirming Your acceptance of them.

Section 1 - Defined Terms

1.1 Unless otherwise indicated in these Terms of Use, the following words shall have the following meanings:

Applicable Laws and Regulations

all laws, rules, regulations, guidance, voluntary code, or standards applicable to You or MetLife (as applicable) in relation to the provision or use of, or access to, the MetLife Extranet or the MetLife Online Services as may be applicable from time to time whether imposed by law or any regulatory body or other authority having authority over You or MetLife (as applicable);

Client

any actual or potential holder of a MetLife Plan;

Digital Certificates

“Unipass” digital certificates issued to members of the UK Financial Services industry (including but not limited to Individual Certificates issued to Individuals) pursuant to the Unipass Service;

Equipment

the computer, software, modem or telephone used by You to access the MetLife Extranet and the MetLife Online Services;

Hosting Services

the hosting services MetLife provides to allow You to access the MetLife Extranet and use the MetLife Online Services;

Intellectual Property Rights

all and any patents, designs, trademarks, service marks, trade names, logos, get-up, domain names, copyright, database rights, moral rights or know-how existing in the MetLife Extranet and/or the MetLife Online Services whether registered or not and including any applications for registration or similar forms of protection anywhere in the world;

Log In Details

Your log in details required for You to access the MetLife Extranet and use the MetLife Online Services, which will be either a:

- a. Digital Certificate; or
- b. user name and password;

Loss

any loss or liability, damages, costs, claims, expenses and/or any other damage howsoever arising whether directly or indirectly including but not limited to loss of business, loss of opportunity, loss of goodwill, loss of profit, loss of income or revenue, loss of anticipated savings, or loss of, damage to, or corruption of software or of data;

MetLife

MetLife Europe Services Limited, a company incorporated in Ireland (company number 472359) acting through its UK branch for and on behalf of MetLife Europe d.a.c., a company incorporated in Ireland (company number 415123) and the UK branch of MetLife Europe d.a.c.;

MetLife Extranet

the secure website accessible only by Permitted Users which hosts the MetLife Online Services;

MetLife Logo

the MetLife logo including any words or images connected with it as it may appear from time to time on the MetLife Extranet;

MetLife Group

MetLife and any subsidiary, parent or affiliate company of MetLife Europe Services Limited or MetLife Europe d.a.c.;

MetLife Online Services

those services in respect of MetLife Plans provided by MetLife from time to time which are accessible via the MetLife Extranet;

MetLife Plan

those policies underwritten by MetLife or any MetLife Group company in respect of which MetLife provides the MetLife Online Services;

Permitted User

either:

- a. a representative of an authorised firm of independent financial advisers as described in clause 3.1; or
- b. such other person as determined by MetLife,

who has been granted authority by MetLife to access the MetLife Extranet and use the MetLife Online Services;

Software

the Software provided by us or by our suppliers which enables You to access the MetLife Extranet and use the MetLife Online Services;

Super User

a representative of an authorised firm of independent financial advisers as described in clause 3.1 who has been granted authority by MetLife in accordance with these Terms of Use to:

- a. access the MetLife Extranet and use the MetLife Online Services; and
- b. grant, maintain, restrict and suspend access to the MetLife Extranet for Permitted Users working within the same organisation.

Secure System

computer hardware and software which is secure from intrusion and misuse, adequately available, reliable and suitable for use in relation to MetLife Online Services; and

You

a Permitted User or Super User (as applicable) accessing the MetLife Extranet and using the MetLife Online Services and “Your” shall have a corresponding meaning.

- 1.2 The headings in these Terms of Use are for convenience only and shall not affect interpretation of these Terms of Use.
- 1.3 Any reference in these Terms of Use to any statute shall include references to any statutory modification or consolidation of it or any re-enactment that supersedes it from time to time and to any regulation or subordinate legislation made under it (or under such a modification, consolidation or re-enactment).
- 1.4 The expression “including” and similar expressions are not words of limitation.

Section 2 - Authority and Licence to Use the MetLife Online Services

- 2.1 MetLife authorises You to access the MetLife Extranet and use the MetLife Online Services upon the terms and conditions set out in these Terms of Use. These Terms of Use shall become effective once You have confirmed Your acceptance of them.
- 2.2 In consideration of Your acceptance of these Terms of Use, MetLife hereby grants You, on the terms and conditions of these Terms of Use, a non-exclusive, non-transferable licence to access the MetLife Extranet by accessing the Software through the Hosting Services and to use the MetLife Online Services.
- 2.3 These Terms of Use, once accepted, shall govern all access to the MetLife Extranet and use of the MetLife Online Services.

- 2.4 MetLife may vary these Terms of Use from time to time . If MetLife varies these Terms of Use, You will be notified that the Terms of Use have changed when You next access the MetLife Extranet and You will be required to accept the new terms of use before using the MetLife Online Services.
- 2.5 MetLife makes no commitment to providing the MetLife Online Services for any set duration of time and may decide to suspend or withdraw the MetLife Online Services for any reason at any time. This will not affect any legal rights or obligations which may already have arisen.

Section 3 - Authorised Users

- 3.1 Unless given access otherwise by MetLife, the MetLife Extranet and the MetLife Online Services are only available to independent financial advisers (whether directly authorised by the FCA or acting as appointed representatives of authorised firms) and paraplanners and administrative assistants working for such independent financial advisers (whether as employees or hired contractors) who have a genuine business need to access the MetLife Extranet and use the MetLife Online Services.
- 3.2 Unless agreed otherwise, each firm of financial advisers wishing to access the MetLife Extranet and use the MetLife Online Services:
- a. will be subject to the terms and conditions set out in the MetLife Electronic Services Agreement which forms part of the MetLife Terms of Business:
http://www.metlife.co.uk/uk/Documents/work_with_metlife/electronic_services_schedule.pdf and
 - b. must first appoint a Super User who shall be responsible for managing access to the MetLife Extranet and use of the MetLife Online Services for Permitted Users within that organisation.

Super Users

- 3.3 If You are accessing and using the MetLife Online Services as a Super User, You undertake to MetLife that You:
- a. have the appropriate and continuing authority within Your organisation to grant, maintain, restrict and suspend access to the MetLife Extranet to Permitted Users;
 - b. will notify MetLife immediately by email to onlineservices@metlife.com if you cease to work for Your organisation or You cease to act as a Super User;
 - c. will communicate Your role as Super User to those within Your organisation;
 - d. will treat Your Super User Log In Details in the strictest of confidence and never disclose Your Super User Log In Details to anyone else;
 - e. will only grant access to a Permitted User if that person has a genuine business need to access the MetLife Extranet and make use of the MetLife Online Services;
 - f. ensure that Permitted Users are only ever granted access to those MetLife Plans that they administer;
 - g. will ensure that You monitor on an ongoing basis who is set up as a Permitted User and that You suspend access promptly as soon as a person in your organisation no longer has a business need to access the MetLife Extranet and use the MetLife Online Services;
 - h. will suspend, with immediate effect, access for a Permitted User upon any person leaving your organisation and sooner if You believe that person no longer has a genuine business need to access the MetLife Extranet and use the MetLife Online Services;
 - i. when requested to do so by MetLife, provide MetLife with such reasonable information in respect of access to the MetLife Extranet by Permitted Users in Your organisation; and

- j. will suspend access for any Permitted User or restrict the MetLife Plans that Permitted User may access with immediate effect if requested to do so by MetLife (MetLife will only exercise this right if it has concern over access to the MetLife Extranet or use of the MetLife Online Services by a particular Permitted User which will include where a Client requests that such access be suspended).
- 3.4 MetLife reserves the right to change, suspend or withdraw Super User access to the MetLife Extranet or MetLife Online Services at any time if it has concerns over how an account is being used. If such action is necessary MetLife will endeavour to give you prior notice but cannot guarantee that circumstances will allow this.
- 3.5 MetLife does not actively monitor the movements of Permitted Users and Super Users between firms or otherwise. In the event that MetLife discovers that any Permitted User or Super User has moved firms or, in the case of an authorised individual, had its approval or permission necessary for the conduct of its business revoked or suspended, MetLife will suspend any related access to MetLife Online Services.
- 3.6 MetLife will not be responsible for verifying Your authority to act as a Super User or to obtain Super User status. You will be liable to MetLife for any Loss incurred by MetLife as a result of Your improper or negligent use of the Super User facility.
- 3.7 MetLife makes no representation or warranty, express or implied regarding the efficiency, quality or accuracy of the Super User facility, nor whether the Super User facility will achieve the intended purpose. MetLife will not be liable for any Loss that may result from Your use of the Super User facility or from access to information by means of the Super User facility, any use of the Super User facility and its consequences, being at Your sole risk.
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Section 4 - Use of MetLife Online Services

- 4.1 Technological changes from time to time may make Your Equipment obsolete or otherwise unsuitable to be used to access the MetLife Extranet or use the MetLife Online Services. You will be solely responsible for providing, updating, or replacing any part of the Equipment and for any telecommunication and other related costs. MetLife makes no warranty as to the suitability or otherwise of the Equipment, which is Your responsibility alone. MetLife reserves the right to change the MetLife Online Services at any time. This may require you to have to update or replace the Equipment.
- 4.2 If You experience any difficulty accessing the MetLife Extranet or using the MetLife Online Services, please contact MetLife using the email address onlineservices@metlife.com.
- 4.3 You may copy electronically and print such information as You access via the MetLife Online Services provided You have a genuine business need to have a record of such information.
- 4.4 It will be Your responsibility to carry out virus checks on any software You use to access the MetLife Online Services.
- 4.5 You are not authorised to post on or transmit to or from the MetLife Extranet any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

Section 5 - Intellectual Property

- 5.1 All Intellectual Property Rights in the MetLife Logo belong to MetLife (or a MetLife Group company) absolutely.
- 5.2 Nothing in the access to the MetLife Extranet and/or the use of the MetLife Online Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any MetLife Logo without MetLife's prior written permission.
The name of MetLife, Inc., MetLife Europe d.a.c., MetLife Europe Services Limited, MetLife or the MetLife Logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the MetLife Extranet, without the prior written permission of MetLife.
- 5.3 Other than Intellectual Property Rights in the MetLife Logo, any other Intellectual Property Rights in the MetLife Extranet and/or the MetLife Online Services belong to and shall remain the property of either MetLife (or a MetLife Group company) or such other third party as has granted use of such Intellectual Property Rights to MetLife (or a MetLife Group company) and nothing in these Terms of Use shall transfer any Intellectual Property Rights in the MetLife Extranet and/or the MetLife Online Services to any Permitted User or Super User.
- 5.4 If any third party trademarks and services marks are referred to on the MetLife Extranet, such marks are the property of their identified owners.
- 5.5 The MetLife Extranet may include links to websites and/or services owned and/or operated by other companies, including trusted third parties. These are provided for Your convenience only. MetLife is not responsible for and does not give any warranties or make any representations regarding any such websites and/or services.
- 5.6 MetLife reserves the right to terminate a link to a third party service or website at any time. The fact that MetLife may provide a link to a third party service or website does not necessarily mean that MetLife endorses, authorises or sponsors that website, or that MetLife is affiliated with the third party owners or sponsors.
- 5.7 You may print a copy of the information contained herein solely for business use in connection with your administration of MetLife Plans. Other than in connection with Your administration of MetLife Plans, You may not copy, publish, distribute, reproduce and/or create any derivative works from the information on the MetLife Extranet. You may not redeliver any of the content or the pages, text, images or the content of MetLife Extranet using "framing" or similar technology.

Section 6 - Security

- 6.1 To access the MetLife Extranet and use the MetLife Online Services, You will require Log In Details. If Your Log In Details are a username and password (rather than a Digital Certificate), the Super User in Your organisation will provide You with Your username and a temporary password for you to access the MetLife Extranet. When You access the MetLife Extranet for the first time, You will be prompted to change Your password to a password of Your choosing ("Password").
- 6.2 You must:
- a. if You log in to the MetLife Extranet using a Digital Certificate, ensure that You rely on a Digital Certificate that is valid and installed on a Secure System;
 - b. treat Your Log In Details in the strictest of confidence and not disclose Your Log In Details to anyone else other than MetLife;
 - c. if You have reason to believe Your Log In Details may be known to someone else or if You think there has been any unauthorised access to the MetLife Extranet using Your Log In Details then You must immediately:
 - i. change Your Password; and

- ii. notify MetLife by sending an email to onlineservices@metlife.com or by contacting us by telephone using our such contact number as may be shown from time to time on the MetLife website at www.metlife.co.uk; and
- d. not let anyone else access the MetLife Extranet using Your Log In Details.
- 6.3 You will indemnify MetLife for any Losses which may be suffered by MetLife arising from any failure by You to comply with this Clause 6.
- 6.4 MetLife shall not be liable to You or any third party in the event of any unauthorised access being gained to any MetLife Plans as a result of Your failure to comply with this clause 6.
- 6.5 MetLife reserves the right to suspend Your access to the MetLife Extranet MetLife at any time, if in MetLife's opinion, You have failed to comply with the provisions of these Terms of Use.
- 6.6 At its sole discretion, MetLife may bar the use of Your Log In Details from time to time due to security or other concerns or for general administration purposes. MetLife will endeavour to inform You as soon as reasonably possible of any such action.
- 6.7 As part of the security processes for access to the MetLife Extranet and use of the MetLife Online Services, encryption computer technology will be used.
- 6.8 The MetLife Online Services are a discretionary service made available to You by MetLife. MetLife will not be liable to You for any Loss You suffer as a result of not being able to access the MetLife Extranet or the MetLife Online Services.
- 6.9 You acknowledge, understand and agree that use of the internet might not be secure, and You accept the risk that unauthorised persons might be able to intercept or access information transmitted through the internet. Any Emails sent by MetLife to You via the MetLife Extranet may not be secure and MetLife does not guarantee that any such email will remain private or unaltered.

Section 7 - The Services MetLife Provides

- 7.1 You should check any information You access via the MetLife Online Services and notify MetLife using the email address onlineservices@metlife.com as soon as possible if you believe you have become aware of any errors in the information you have accessed.
- 7.2 You must notify MetLife immediately if You find any failure, delay or error in the MetLife Online Services.
- 7.3 You acknowledge that:
 - a. MetLife does not provide investment advice and that no information accessed via the MetLife Extranet constitutes investment advice and that You will not treat any of the content of the MetLife Extranet and/or the MetLife Online Services as such;
 - b. MetLife does not recommend that any financial product should be bought, sold or held by You or any third party;
 - c. some of the information which may be referred to on the Extranet and/or in the MetLife Online Services from time to time may not be tailored for individual use and may not be suitable for You or any third party; and
 - d. MetLife accepts no responsibility for Your compliance with any Applicable Laws and Regulations including without limitation the Financial Services and Markets Act 2000 or any rules made from time to time thereunder and at no time are You permitted to rely upon any information provided on the MetLife Extranet and/or in the MetLife Online Services as fulfilling any responsibility You have for compliance with Applicable Laws and Regulations.

- 7.4 MetLife may provide You with a number of tools on the MetLife Extranet. These are not intended as investment, taxation or other advice and You should not treat them as implying a recommendation that any particular transaction or course of action is suitable for Your particular requirements. MetLife does not accept any responsibility for any action You may take as a result of using these facilities.
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Section 8 - Confidentiality and Personal Data

- 8.1 In using the MetLife Online Services, you may be disclosing personal information about Your Clients. You must ensure that You have the right to disclose any such information to MetLife. It is Your responsibility to ensure that in using the MetLife Online Services, You apply the same standards of privacy and confidentiality to any copies of such information which You access or print from the MetLife Extranet as You would ordinarily apply in Your organisation to any such personal information.
- 8.2 In providing the MetLife Online Services, MetLife may process personal information about Your Clients and limited personal information about You. Any such processing will be necessary for the purpose of providing the MetLife Online Services. Access log in information (such as the identity of the individual who has logged in and the activity performed) and an audit of data changes may also be processed. MetLife will process all such information in accordance with MetLife's privacy policy. By using the MetLife Online Services, You consent to such processing and You warrant that all data provided by You is current and accurate.
- 8.3 MetLife may disclose Your personal information and that of Your Clients to MetLife's suppliers where this is necessary for them to assist MetLife in its provision of the MetLife Online Services. MetLife will retain any such personal data for as long as necessary to meet its legal and regulatory obligations.
- 8.4 In order to provide the MetLife Online Services to You it may be necessary to transfer this personal information to members of the MetLife Group or its advisers outside the European Economic Area ("EEA") to countries where the level of protection for personal data may not be same as within the EEA. Members of the MetLife Group receiving such information outside the EEA will use all reasonable efforts to ensure that they provide an adequate level of protection for such information. Your agreement to these Terms of Use constitutes Your consent to any such transfer.
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Section 9 - Cookies

- 9.1 From time to time, the MetLife Extranet may send a cookie to Your computer. The purpose the cookie serves is only to identify a Permitted User or Super User over time through the Unique Identifier. This information is collected solely for statistical purposes.
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Section 10 - Liability

- 10.1 MetLife makes no warranty or representation that the MetLife Extranet and the MetLife Online Services can be accessed at all times. The MetLife Online Services may be temporarily unavailable or restricted for administrative or other reasons and MetLife does not accept any responsibility and will not be liable for any Loss You suffer arising out of or in connection with loss of use of the MetLife Extranet or the MetLife Online Services.
- 10.2 Maintenance of the MetLife Extranet and the MetLife Online Services may be performed at any time but MetLife will endeavour to conduct such maintenance out of business hours.

- 10.3 You acknowledge that Your uninterrupted access to the MetLife Extranet and use of the MetLife Online Services may also be prevented by certain factors outside MetLife's direct control (a "Service Disruption Event") including the failure, inefficiency or unsuitability of Your Equipment, default by Your internet service provider and the unavailability, failure or interruption of the Internet.
- 10.4 MetLife does not accept any responsibility and will not be liable for any Loss arising out of or in connection with any Service Disruption Event.
- 10.5 The MetLife Extranet and the MetLife Online Services are provided "as is" and MetLife does not warrant or guarantee that the MetLife Extranet and the MetLife Online Services are error or virus free or free of other harmful components.
- 10.6 MetLife does not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any information received by You or by MetLife through MetLife Online Services which arises out of or in connection with data transmission or Your Equipment not meeting appropriate technological requirements.
- You take full responsibility for all information provided to MetLife and MetLife will not be liable to You for any Loss which originates from inaccurate information provided by You.
- 10.7 MetLife shall not be responsible for any damage to Your Equipment or other property which results from Your accessing the MetLife Extranet or using the MetLife Online Services.
- 10.8 MetLife will not be liable to You for any Loss You may suffer as a result of or in relation to Your accessing MetLife Online Services or the MetLife Extranet unless such Loss is caused by MetLife's negligence or wilful default.
- 10.9 Nothing in these Terms of Use shall have the effect of limiting or excluding MetLife's liability for any liability that may not be limited or excluded as a matter of law.
- 10.10 You will indemnify MetLife and keep MetLife indemnified against any Loss of whatever nature which is incurred as a result of or in connection with Your access to the MetLife Extranet and use of the MetLife Online Services other than in accordance with these Terms of Use.
- 10.11 Nothing in these Terms of Use requires You to indemnify MetLife to any extent prohibited by Applicable Laws and Regulations.
- 10.12 MetLife's rights and remedies under these Terms of Use are without prejudice to all rights and remedies exercisable at law.

Section 11 - General

- 11.1 You may not assign or transfer Your legal rights under these Terms of Use to anyone else.
- 11.2 Any failure or delay by either party to enforce any right under these Terms of Use is not an implied waiver of the same or of any other right in the future.
- 11.3 You consent to agreements with and communications from MetLife being in electronic form to the extent set out in these Terms of Use.
- 11.4 All warranties, representations, conditions and other terms, whether express (otherwise than as set out in these Terms of Use or implied (including, without limitation, conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) are hereby excluded to the fullest extent permissible by law.
- 11.5 All of the terms and conditions relating to the use of MetLife Online Services are contained in these Terms of Use.
- 11.6 If any provision in these Terms of Use is held or made invalid by a court, statute, rule or otherwise, the remainder of these Terms of Use will not be affected.

- 11.7 MetLife shall have the right to assign any of its rights or transfer any of its obligations under the Terms of Use to any third party, without Your prior consent.
- 11.8 Save for the members of the MetLife Group, the rights of which the parties expressly acknowledge, a person who is not a party to the Terms of Use (other than a successor in title or permitted assignee) has no rights under the Contracts (Rights of the Third Parties) Act 1999 to enforce any term of the Terms of Use.

Section 12 - Governing Law and Dispute Resolution

- 12.1 These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales and any claim, dispute or difference arising out of or in connection with these Terms of Use, Your access to the MetLife Extranet or use of the MetLife Online Services shall, if not amicably settled between the parties, be subject to the exclusive jurisdiction of the courts of England and Wales.

metlife.co.uk

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MetLife Europe d.a.c. is a private company limited by shares and is registered in Ireland under company number 415123. Registered office at 20 on Hatch, Lower Hatch Street, Dublin 2, Ireland. UK branch office at One Canada Square, Canary Wharf, London E14 5AA. Branch registration number: BR008866. MetLife Europe d.a.c. (trading as MetLife) is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. www.metlife.co.uk