

Electronic Services Schedule to the MetLife UK Terms of Business for Authorised Intermediaries

This Electronic Services Schedule sets out the terms and conditions upon which MetLife may provide Online Facilities to You in accordance with Section 20 of the Terms of Business.

Section 1 - Scope and Definitions

1.1 This Schedule forms part of Your Terms of Business with MetLife and shall govern any services or facilities made available to You by MetLife to facilitate Business online together with any other requirements which MetLife may impose from time to time, including, without limitation, requiring You to agree to any separate terms and conditions applying to such facilities.

1.2 Capitalised words not defined in this Schedule shall have the meaning given to such words in the Terms of Business. In this Schedule the following words shall have the following meanings:

'Appointed Representative' shall have the meaning given to such term in the FCA Handbook.

'AR firm' shall mean a firm of Appointed Representatives for which You have regulatory responsibility.

'Data' means the records and information used in connection with the Online Facilities and held as part of the Databases (including Data added to the Databases by using the Online Facilities).

'Database(s)' means MetLife's database(s) on which is stored the Data, together with other data which You may or may not be entitled to retrieve.

'Data Protection Legislation' means any legislation including all subordinate legislation in force from time to time in the United Kingdom which implements the European Union Directive entitled "Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data" and the European Union Directive entitled "Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the telecommunications sector" as may be amended, replaced, part replaced, or updated from time to time and is applicable to the activities carried out in relation to this Agreement.

'MetLife Extranet' means the secure website accessible only by Permitted Users which hosts the MetLife Online Services.

'MetLife Online Services' means those services in respect of MetLife Plans provided by MetLife from time to time which are accessible via the MetLife Extranet.

'MetLife Plan' means those policies underwritten by MetLife or any MetLife Group Company in respect of which MetLife provides the MetLife Online Services.

'Online Facility' means the MetLife Extranet and the MetLife Online Services available via the MetLife Extranet and any other online facility or online services which any MetLife Group Company or any third party provider approved by MetLife may offer You from time to time in order to facilitate the Business.

'Permitted User' means either:

- a. a Representative of Your Organisation; 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

'Representatives of Your Organisation' shall include, You, all members of Your authorised intermediary firm (whether financial advisers and/or administrative staff) and all members of each of Your AR firms (whether financial advisers and/or administrative staff), for the purposes of this schedule.

'Security Measures' means usernames, passwords, or other measures provided by MetLife to enable access to the use of the System and Online Facilities.

'Super User(s)' means a person(s) nominated by any Representative of Your Organisation whose details are communicated by whatever means to MetLife by a Representative of Your Organisation who satisfies the criteria in clause 2.1 below, and who has been granted authority by MetLife in accordance with the applicable 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 (company, firm or Appointed Representative).

'System' means MetLife's computer system which enables access to the Online Facilities.

'Terms of Use' means the MetLife Extranet Terms and Conditions of Use as applicable from time to time which can be accessed via the following page: www.metlife.co.uk/intermediaries/working_together .

'User' means any Representative of Your Organisation who accesses an Online Facility.

Section 2 - Access to the MetLife Extranet and use of the MetLife Online Services

- 2.1 Unless given access otherwise by MetLife, the MetLife Extranet and the MetLife Online Services are only available to financial advisers (whether directly authorised by the FCA or acting as Appointed Representatives of authorised firms) and paraplanners and administrative assistants working for such 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.
- 2.2 Unless agreed otherwise, each firm of financial advisers wishing to access the MetLife Extranet and use the MetLife Online Services 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 Users within that organisation.
- 2.3 All access to the MetLife Extranet and use of the MetLife Online Services by Users shall be governed by the Terms of Use.
- 2.4 You shall be responsible to MetLife for ensuring that all access to the MetLife Extranet and use of the MetLife Online Services by any Representatives of Your Organisation is in accordance with this Schedule, the Terms of Use subsisting from time to time, and any other terms and/or requirements notified to You from time to time.

Section 3 - Online Facilities

- 3.1 Where an Online Facility is made available to any Representative of Your Organisation, You will, and will ensure that Representatives of Your Organisation, will:
 - a. comply with all such access requirements and security arrangements as may be required from time to time by MetLife or a third party in relation to that Online Facility;
 - b. only ever use the Online Facility for its intended purposes and only ever in accordance with any terms of use notified to You (and Your Users) from time to time whether by MetLife or a third party;
 - c. only allow access to an Online Facility to be granted to such Representatives of Your Organisation who have a genuine business need to access such Online Facilities;
 - d. ensure that access to Online Facilities is maintained, restricted and, where necessary, suspended to ensure only those Representatives of Your organisation with a need to access Online Facilities are able to do so;
 - e. authorise MetLife to contact Your AR firm(s) directly to obtain details of persons to be appointed as Super User(s) and this will amount to notification by You to MetLife of such appointment;
 - f. authorise MetLife to set up Representatives of Your Organisation as Super User(s);
 - g. ensure compliance by each User with the terms of use of any Online Facility and if You believe that security of the Online Facility has been compromised in any way or on becoming aware of any

unauthorised access to the Online Facilities or breach of any terms of use, immediately take all reasonable steps both to ensure that such person ceases such activity and to prevent any recurrence of it, and where necessary, terminate such access and notify MetLife as soon as practicable, of any suspected infringement, breach or misuse of the Online Facility or terms of use, or any concern, fault or defect in any Online Facility, and take such reasonable action as MetLife directs in relation to such infringement, breach, misuse or defect;

- h. provide assistance and co-operate fully with MetLife in dealing with, the analysis, investigation and rectification of any such infringement, breach, misuse, fault or defect, and notify MetLife of any information concerning a User that You consider might cause MetLife to vary Security Measures in relation to that person or to revoke their access to the Online Facility;
 - i. ensure that Your security arrangements (and those of any other Representative of Your Organisation) giving access to the Online Facilities are secure and in place at all times and comply with all other terms of use (as well as the requirements contained in any user guides notified to you);
 - j. implement and ensure that systems, processes and procedures are in place to ensure that only Super User(s) that are approved by You or Your AR firm(s) are notified to MetLife (either by You or Your AR firms(s)). MetLife will not be held liable for any loss or liability, damages, costs, claims, expenses and/or any other damages howsoever arising whether directly or indirectly arising out of or in connection with MetLife setting up any person whose details have been provided by any Representative of Your Organisation as a Super User;
 - k. ensure that the Super User(s) that is so nominated, is nominated to have access to Data of only that part of Your organisation (i.e. the relevant intermediary, or AR firm) that the Super User is responsible for administering and does not access Data of any other intermediary or AR firm;
 - l. implement and maintain a system for recording and/or checking the use, revocation or suspension of the access rights of Users;
 - m. You undertake to be primarily liable to MetLife for any and all acts or omissions or breach of any terms of use of Online Facilities, including the Terms of Use by any Representative of Your Organisation or any person accessing an Online Facility using log in details provided to a Representative of Your Organisation, as if it was You who had committed such acts or omission or breached such terms of use, including Users whose permission to use any Online Facility has been withdrawn or suspended for whatever reason;
 - n. ensure that the duties of the Super User(s) contained in any terms of use of Online Facilities (including, for the avoidance of doubt, the Terms of Use) are properly performed;
 - o. accept that MetLife has the right to monitor all use of the Online Facilities;
 - p. ensure that Online Facilities allowing direct access to data are not misused;
 - q. use all endeavours to prevent any unauthorised person gaining access to Online Facilities from Your equipment and or software;
 - r. comply with Your obligations under all Applicable Laws and Regulations and keep Yourself informed of and follow all relevant guidance and best practice material disseminated by the FCA, the Information Commissioner and any relevant industry bodies; and
 - s. comply with all reasonable requirements as MetLife may require from time to time in connection with any Online Facility.
- 3.2 You will not (and You will ensure that any other Representative of Your Organisation will not) :
- a. misuse the Online Facilities in any way, or cause the System or access to it to be interrupted, damaged or impaired in any way; or
 - b. attempt to alter or tamper with the Data, System or Databases or otherwise tamper with the Data or

System or disclose any Security Measures other than as permitted in the terms of use of any Online Facility.

3.3 Data Protection

- a. You will comply with all applicable Data Protection Legislation and ensure that all Users comply with the same.
- b. MetLife may collect information about You and Representatives of Your Organisation for the following purposes:
 - i. to facilitate access to and use of the Online Facilities;
 - ii. to assist You in the administration of the Online Facilities;
 - iii. to ensure that Users are granted the appropriate access; and
 - iv. to enable MetLife to monitor use of the Online Facilities at its discretion for reporting and statistical purposes, and for any other lawful purpose including fulfilment of MetLife's legal and regulatory obligations.

3.4 You acknowledge and accept that:

- a. any Online Facility is provided "as is". While MetLife will use reasonable efforts to ensure Online Facilities are maintained and kept operational, neither MetLife nor any third party shall be liable for any loss or damage, direct or indirect or consequential in the delay, failure, operational problem, interruption, temporary or otherwise in the availability of any Online Facility; and
- b. all intellectual property rights in any Online Facility (including all content contained within an Online Facility) belong to or are duly licensed to MetLife. You will not, and will ensure that Your Users will not, copy, amend, adapt or otherwise use any Online Facility and its content other than in accordance with any terms and conditions of use (whether issued by MetLife or a third party) applicable to such Online Facility.

3.5 You will notify MetLife as soon as reasonably possible of any User who should no longer have access to an Online Facility in order that MetLife may take such steps as may be necessary to suspend access to the Online Facility for that individual.

3.6 MetLife shall be entitled to change, restrict or remove Your access to any Online Facility and the Business at any time and in its absolute discretion. MetLife shall use its reasonable endeavours to give You notice of such change, restriction or removal of access.

3.7 MetLife may at any time and without notice to You amend, withdraw, discontinue or suspend any services that it provides to You via an Online Facility.

3.8 MetLife reserves the right to amend the terms to this Schedule and will publish the current version on its website from time to time. Use of the Online Facilities constitutes acceptance of the terms of use then subsisting.

3.9 MetLife will not be liable to You for any losses, costs, damages, liabilities, charges and claims incurred by You (or any Representative of Your Organisation) as a result of the provision of services originating from any third party provider.

3.10 You will indemnify MetLife for any loss or liability, damages, costs, claims, expenses and/or any other damages howsoever arising whether directly or indirectly arising out of or in connection with any breach by You of the terms of this schedule or any breach by any Representative of Your Organisation of the terms of any terms of use, accepted by a Representative of Your Organisation in connection with an Online Facility including access by any person accessing an Online Facility using log in details provided to a Representative of Your Organisation.

Section 4 - Electronic Messaging

Unless we agree otherwise with You, all secure electronic messaging required to support any Online Facility shall be governed by the Origo standards and Origo Legal Framework.

Where You engage a third party software supplier, and depending on Your choice of supplier, electronic messaging may be transferred securely using the Origo Integration Hub (“OIH”), details of which can be found at: <http://www.origo.com/services/IntegrationHub/services-integrationhub.aspx>. With respect to the OIH, Origo Secure Internet Services Limited (“OSIS”) shall operate under, and in accordance with, a contract as a data processor solely on behalf of MetLife and all data will be processed, or treated, by OSIS in complete compliance with all applicable law.

Where You engage with a Hosted Software Supplier to manage or process customer data and/or otherwise transmit Messages on Your behalf, You are required to ensure that the Hosted Software Supplier only do so in accordance with Your instructions and all applicable Regulatory Requirements.

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