

STANDARD TERMS AND CONDITIONS

By accessing or using the Weblines Service the Customer acknowledges and agrees to the following terms and conditions which apply to your use of the Service:

1. Definitions

1.1 In this Agreement the following words and expressions will have the following meanings unless the context otherwise requires:

“Agreement” means these terms and conditions;

“Clients” means IFAs and Prospects who are customers of the Customer

“Commencement Date” means the date that the Customer first accesses the Service

“Confidential Information” means any information that either party regards as confidential, including, without limitation, any username or password provided by Weblines to the Customer, and information concerning the activities, business, organisation, personnel, assets, suppliers, business plans, processes, strategies, technology, products, intellectual property or customers of that party;

“Customer” means a person or entity authorised by Weblines to access the Service;

“Customer Site” means the web site operated by the Customer from time to time;

“Financial Services Legislation” means all relevant legislation including without limitation the Financial Services and Markets Act 2000 (as amended, extended or re-enacted), and the requirements of the Financial Services Authority and any replacement of such body from time to time;

“General Insurance Intermediary (GII) Clients” means those Clients who will have access via the Service to general insurance products only (including but not limited to protection, household, accident, sickness, unemployment and private medical insurance, but excluding investment related, pension and annuity products);

“IFA” means those Advisers regulated under the Financial Services Act who will have access to all products via the Service;

“Intellectual Property Rights” means copyright and all other intellectual property rights including, without limitation, all rights (whether registered or unregistered) in inventions, patents, database rights, design rights, trademarks, trade names, service marks, trade secrets, know-how and domain names; and all applications for any of them, anywhere in the world;

“Personal Data” has the meaning ascribed in the Data Protection Act 1998, or in any legislation amending or superseding that Act;

“Prospect” means an individual who is a UK resident and who wishes to purchase a financial product and who, where accessing the Service, is using the Service for their private and personal purposes only;

“Quote Request” means a request for a quote for financial product made by a Web Prospect or User through the Service;

“**Service**” means the provision of a world wide web site which supplies information to Web Prospects and Users about Suppliers’ UK products or services, and with functionality allowing it to facilitate transactions between Suppliers and Web Prospects or Users for Suppliers’ UK products or services;

“**Supplier**” means UK insurance, investment and similar companies who provide information about products to be distributed via the Service;

“**User**” means any employee of the Customer who has the appropriate regulatory status to conduct that type of business specified in each Quote Request and who is authorised by the Customer to access the Service, excluding Web Prospects;

“**Weblines**” means Capita Financial Software Limited, a company incorporated in England and Wales (number 03136234) having its registered office at The Registry, 34, Beckenham Road, Beckenham, Kent BR3 4TU

“**Web Prospect**” means a Prospect who accesses the Service through the Customer Site; and

“**Working Hours**” means 9.00am to 5.30pm Monday to Friday excluding bank and public holidays in the UK.

1.2 In this Agreement words importing the singular will include the plural and vice versa; words denoting persons will include bodies corporate and unincorporated associations of persons and vice versa; and headings are included for ease of reference and are not to affect the interpretation of any provision.

2. Provision of the Service

2.1 Weblines shall:

2.1.1 provide the Service, and shall make this available to the Customer and Users via the internet; and

2.1.2 use its reasonable endeavours to ensure that the Service is available to the Customer and Users 24 hours per day, 7 days per week.

2.2 Weblines shall provide telephone and e-mail based technical support for the Service which shall be available to the Customer and Users during Working Hours. Such support can be accessed via:

2.2.1 email at: financialsoftwaresupport@capita.co.uk; or

2.2.2 the premium rate telephone number published on www.capitafinancialsoftware.co.uk from time to time which shall be charged at £1 per minute (for which cost the Customer shall be responsible).

2.3 Weblines shall use its reasonable endeavours to respond to all requests for support within eight Working Hours of receipt of a request.

3. Customer’s obligations

3.1 The Customer shall:

3.1.1 promptly provide Weblines with the name, address and business of each User. The Customer shall ensure that Weblines is notified promptly of any changes relating to the details of Users by using the online update facility;

3.1.2 use the Service solely for the purpose of:

(i) accessing information on behalf of Prospects for those products that the Customer is authorised to sell under the Financial Services Legislation;

(ii) submitting applications on behalf of Prospects for products which the Customer is authorised to sell under the Financial Services Legislation;

(iii) maintenance of records required for compliance with Financial Services Legislation; and

(iv) reviewing information obtained on behalf of Prospects;

3.1.3 permit Prospects to view the Service to review information obtained on their behalf by the Customer;

3.1.4 ensure that Users and Web Prospects be responsible for any use made by the Customer, Users or Prospects of any services offered by third parties as part of the Service. Weblines shall have no responsibility for such use whatsoever.

3.2 The Customer shall not:

3.2.1 by its act or omission permit any individual who is not a User or a Web Prospect to access any part of the Service;

3.2.2 in any way modify any documents provided via the Service and shall not manipulate any information contained in such documents;

3.2.3 duplicate any material obtained through the Service without the prior written permission of Weblines other than in connection with transacting business with a Supplier pursuant to the Quote Request which has resulted in the generation of the relevant material;

3.2.4 make any statement on the Customer Site or otherwise which does or may state or imply that Weblines is a provider of products regulated by Financial Services Legislation;

3.2.5 indicate or suggest that the Customer is in partnership with, or an agent of, Weblines; or

3.2.6 do anything which does or may have the result of disrupting access to or availability of the Service for either the Customer or third parties.

3.3 The Customer shall be responsible for:

3.3.1 checking and maintaining the accuracy and completeness of their own company details on the Weblines system, including Supplier agency codes where applicable;

3.3.2 checking the accuracy and completeness of all data and documents processed or accessed through the Service;

3.3.3 ensuring that its use and all Users' and Web Prospects' use of the Service is in full compliance with Financial Services Legislation; and

3.3.4 providing all equipment required to access the Service and for paying all applicable telecommunication charges.

3.3.5 ensuring that all Users have the correct regulatory status to conduct that type of business specified in each Quote Request.

3.4 The Customer shall use up to date commercial anti-virus software on its computing equipment and shall use its best endeavours to ensure that each Quote Request or other communication with Weblines does not contain a virus, worm, trojan horse or any other harmful or disruptive component.

3.5 The Customer shall not use the Services:

3.5.1 to send or receive any message or communication which is offensive, defamatory, abusive, indecent, obscene or menacing or likely to cause annoyance, inconvenience or needless anxiety or for any illegal or any improper purpose whatsoever; or

3.5.2 other than bona fide for the purposes of accessing information and processing legitimate business by, or on behalf of, clients of the relevant User wishing to purchase financial services products.

3.6 Where the Customer makes the Service available through the Customer Site, the Customer shall:

3.6.1 ensure that binding terms and conditions are imposed on all Web Prospects which are fully consistent with this Agreement and with any terms and conditions of access to the Service from time to time and without limitation which include appropriate provisions to protect Weblines' Intellectual Property Rights in the Service;

3.6.2 take reasonable steps to ensure that Prospects can only access the Service through the Customer Site; ;

3.6.3 where reasonably requested by Weblines, make amendments to any sections of the Customer Site which either refer or relate to the Service or are visible to a Web Prospect when accessing the Service;

3.6.4 not remove or obscure any part of the Service including any legal or other notices; and

3.6.5 not amend or modify in any way the content of the Service or the way in which it is displayed to the Web Prospect. The Service must be displayed to Web Prospects in a frame within the Customer Site.

4. Payment

4.1 In consideration for Weblines permitting the Customer, Web Prospects and/or Users to access the Service, the Customer shall, subject to Clause 4.4 pay to Weblines a monthly access fee of £10. This fee provides a Customer with the facility to make all Quote Requests for which they are eligible:

4.2 Where a Customer pays by Direct Debit, the access fee is due monthly in advance, otherwise the access fee must be paid annually in advance. Weblines shall supply an annual statement of fees charged to the Customer.

4.3 There is no additional charge for up to 5,000 Quote Requests per month, including Quote Requests made by Users and Web Prospects. Every comparative (multi-company) or single company Quote Request is counted as one Quote Request, and every personalised illustration Quote Request is counted as one Quote Request.

4.4 Should a Customer make more than 5,000 Quote Requests in a month, then the Customer shall pay an additional fee of £500 for each such month. This will be invoiced monthly in arrears. An additional fee is payable where a Customer exceeds 10,000 Quote Requests in a month. Please contact Weblines for details.

4.5 All fees stated are exclusive of VAT and/or any other applicable taxes. The Customer shall be responsible for paying any taxes which arise under this Agreement save for any tax based on Weblines' income.

4.6 If the Customer does not pay any amount under this Agreement when due, Weblines may charge interest on a daily basis on all outstanding amounts from the due date, both before and after judgment, until such time as these sums and any interest accrued are paid up in full at the rate of four percent (4%) above Barclays Bank base rate or the rate to which Weblines shall be entitled under the Late Payment of Commercial Debts (Interest) Act 1998 whichever is greater.

4.7 The fees and charges due for use of the Service may be increased by Weblines from time to time by Weblines giving three month's notice to the Customer.

- 4.8 Network Customers and other special service Customers (e.g. those using Weblines XML interface or auto population services) are subject to different terms and conditions and charges. Please contact Weblines for details. Provision of web sites and/or services other than the Service by Weblines to the Customer fall outside of this Agreement and will be invoiced separately.
- 4.9 Weblines reserves the right to charge Customers any additional fees that arise from the cost of legal work should Customers require Weblines to enter into any agreement other than our standard terms and conditions.

5. Warranties

5.1 Weblines warrants that:

- 5.1.1 it will perform its obligations under this Agreement with reasonable skill and care;
- 5.1.2 it will use its reasonable endeavours to promptly correct any faults or defects in the Service of which it becomes aware; and
- 5.1.3 the Service will be regularly updated.

5.2 The Customer warrants that the Customer and all Users are and will at all times during the term of this agreement be:

- 5.2.1 registered independent financial advisers with valid and current authority to act in accordance with the Financial Services Legislation; or
- 5.2.2 a duly authorised agent (whether or not registered under the Financial Services Legislation) for an assurance company, or assurance companies, which is itself or are themselves registered under the Financial Services Legislation; or
- 5.2.3 employees of the Customer who are authorised by the Customer to access the Service solely for the purpose of administration of the Customer's account and maintaining records where such employees are supervised by a User falling under 5.2.1 or 5.2.2.

5.3 Weblines provides information from Suppliers via the Service which it believes to be reliable and accurate at the date of its publication. Weblines makes no independent verification of such information. The Customer therefore accepts and agrees that access to and use of information provided through the Service is entirely at the Customer's, Web Prospect's and/or User's own risk, and the Customer shall inform Web Prospects of this.

5.4 Except as expressly set out in this Agreement, all warranties, undertakings, conditions and terms, express or implied, whether by common law, statute, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, fitness for purpose, performance or suitability for purpose) in respect of the Service and the accuracy and completeness of the information provided through the Service are hereby excluded to the fullest extent permitted by law.

6. Confidentiality

6.1 Neither party shall at any time after the date of this Agreement:

- 6.1.1 divulge or communicate to any person, company, business entity or other organisation;
- 6.1.2 use for its own purposes or for any purposes other than those of the other party; or

6.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or Confidential Information of the other party PROVIDED that these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party and FURTHER PROVIDED that neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

7. Intellectual property

7.1 The Customer acknowledges and agrees that Weblin owns or is licensed to use all Intellectual Property Rights in the Service and that the Customer obtains no ownership of such Intellectual Property Rights under this Agreement.

7.2 The Customer may only use and reproduce material (including all documents, databases, information, names and logos) accessed through the Service in accordance with this Agreement.

8. Data Protection

8.1 Each party shall comply with the Data Protection Act 1998 (“**the Act**”), the regulations made thereunder and any statutory amendments or re-enactments made thereof. In particular, the Customer warrants that it has duly notified the Information Commissioner of its processing of Personal Data, and the Customer shall supply a copy of such notification to Weblin on request.

8.2 The Customer acknowledges and agrees that the Weblin will process Personal Data as part of the Service:

8.2.1 of employees of the Customer and of Users for the purpose of administration of the Service and maintaining records;

8.2.2 of Prospects for the purpose of obtaining and providing a response to Quote Requests. In addition, Personal Data of Prospects may be made available to Suppliers for the purpose solely of providing a response to a Quote Request made in relation to that Prospect. The Customer shall ensure that it has in each case obtained all necessary consents under the Act in writing to permit Weblin and Suppliers to process such Personal Data as set out above, and the Customer shall provide copies of such consents to Weblin on request.

8.3 Weblin shall:

8.3.1 keep Personal Data confidential and will not use or disclose Personal Data other than as provided for under this Agreement save at the specific request of Customer or as required by law;

8.3.2 ensure that only such of its employees who may be required by Weblin to assist it in meeting its obligations under this Agreement shall have access to the Personal Data and that such employees are aware of their responsibilities when processing Personal Data;

8.3.3 have in place appropriate technical and organisational measures to safeguard against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to Personal Data. Such

measures shall (taking into account the state of technological development and the cost of implementing such measures) be appropriate to the nature of the Personal Data held by Webline.

9. Indemnities and limitation of liability

9.1 The Customer will indemnify and keep indemnified Webline against any and all losses, costs, charges, damages and expenses incurred by Webline as a result of:

9.1.1 any use by the Customer, Web Prospects or Users of the Service other than in accordance with this Agreement;

9.1.2 use of the Service by a Prospect or User who is based outside the UK or otherwise not subject to UK Financial Services Legislation;

9.1.3 use by the Customer, User or Prospect of information received through the Service;

9.1.4 use of any third party web sites linked to the Service or any information or products displayed on such web sites; or

9.1.5 breach by the Customer of its obligations under clause 3, clause 6 or clause 8 of this Agreement.

9.2 The Customer acknowledges and agrees that:

9.2.1 the internet is an inherently unreliable medium, and whilst Webline shall use its reasonable endeavours to ensure that the Service is secure, Webline shall not be responsible for any loss or damage caused by hardware or software failures which are outside its control including without limitation such failures causing delay, non-delivery or corruption of e-mail;

9.2.2 owing to the nature of the internet, Webline cannot guarantee to provide and maintain accessibility and operation of the Service continuously and without interruptions and faults and that Webline may also temporarily suspend availability of the Service in order to upgrade, repair or maintain any aspect of the Service or the technological infrastructure associated with the Service;

9.2.3 Webline is not responsible for the content of third party web sites or services which may be linked to the Service, and use of such web sites or services is subject to any applicable terms and conditions of such sites or services. Webline does not in any way endorse any such services, third party web sites or third party products promoted on such web sites, regardless of whether Webline has provided a description of such products as part of the Service. Webline does not carry out any investigation, and does not give any representation, as to the quality, safety or suitability of any such service, third party products or of any of the material contained in such third party web sites; and

9.2.4 each Supplier has the right to terminate a Customer, Web Prospect or User's ability to access information about its products via the Service and Webline shall have no liability in the event that one or more Suppliers exercises this right in respect of the Customer, a Web Prospect or User.

9.3 Webline shall, where possible, give reasonable notice to the Customer of scheduled maintenance to the Service using its online news facility, and shall, where possible, ensure that such maintenance takes place wholly outside Working Hours.

9.4 SUBJECT TO THE PROVISIONS OF CLAUSES 9.5 AND 9.6 THE LIABILITY OF WEBLINE TO THE CUSTOMER FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR USE OF THE SERVICE SHALL BE LIMITED FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS TO THE GREATER OF EITHER £10,000 OR THE AMOUNT OF THE SUMS PAID UNDER THIS AGREEMENT TO WEBLINE BY THE CUSTOMER. IF THIS LIMITATION IS JUDGED TO BE UNREASONABLE IN THE CIRCUMSTANCES, THEN THIS LIMITATION IS INCREASED TO THE AMOUNT THAT WEBLINE CAN RECOVER FROM ITS INSURER FOR THE DIRECT LOSS.

9.5 SUBJECT TO THE PROVISIONS OF CLAUSE 9.6, IN NO CIRCUMSTANCES SHALL WEBLINE BE LIABLE TO THE CUSTOMER WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE IN RESPECT OF LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, LOSS OF OR COST OF RESTORATION OF DATA OR ANY INDIRECT, CONSEQUENTIAL, FINANCIAL OR ECONOMIC LOSS OR DAMAGE COSTS OR EXPENSES WHATSOEVER OR HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICE.

9.6 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this Agreement, or insofar as liability cannot be restricted under applicable Financial Services Legislation.

10. Term and termination

10.1 This Agreement shall commence on the Commencement Date and will (subject to earlier termination under this clause 10) continue for the period of one year (“Minimum Term”)and thereafter subject to Clause 10.3 for consecutive periods of an additional year.

10.2 Weblin may suspend the Customer’s access to the Service at any time without liability in the event that Weblin reasonably suspects that the Customer is in breach of this Agreement. The Customer shall reimburse Weblin for all reasonable costs and expenses incurred by Weblin arising from such suspension.

10.3 The Customer may terminate this Agreement by giving a minimum of one month’s notice to Weblin to expire at the end of the Minimum Term or on any anniversary of the Commencement Date . Weblin may terminate this Agreement by giving a minimum of one month’s notice to the Customer.

10.4 Either party may terminate this Agreement immediately on notice to the other party if:

10.4.1 the other commits a material or persistent breach of any term of this Agreement and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy the same;

10.4.2 an interim order is made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party or if a receiver or trustee is appointed of the other party’s estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party’s assets or undertaking or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to

appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

10.5 On termination or expiry of this Agreement, by whatever means,

10.5.1 the Customer shall no longer be entitled to access the Service;

10.5.2 the Customer shall pay Weblin any sums due up to the date of termination or expiry;

10.5.3 each party shall, at the other party's discretion, either return or destroy all material that contains Confidential Information of the other party, contains Personal Data from the other party or is subject to the other party's Intellectual Property Rights.

10.5.4 The obligations of both parties under Clause 6 of this agreement shall survive the termination of the Agreement

11. General

11.1 Weblin shall not be liable to the Customer for any delay in nor for failure to perform its obligations under this Agreement if that failure is caused by circumstances beyond the reasonable control of Weblin including, without limitation, any act of God, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout or labour dispute, the act or omission of government, internet service providers, telecommunication operators, sub-contractors, or other third parties, war or military operations, or compliance with any court order.

11.2 The Customer shall not assign or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of Weblin. Weblin may assign or sub-contract any or all of its rights or obligations under this Agreement.

11.3 No variation of this Agreement will be valid unless recorded in writing and signed by an authorised signatory for each of the parties.

11.4 Weblin is an independent contractor and neither Weblin, nor its employees, subcontractors or consultants shall be deemed employees of the Customer and nothing in this Agreement shall constitute or imply any partnership, joint venture, agency or fiduciary relationship between the parties.

11.5 Any waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or any other provision.

11.6 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into this Agreement by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

11.7 Save as expressly provided otherwise in this Agreement, all notices that are required to be given under this Agreement will be in writing and may be delivered personally or by first class pre-paid recorded delivery letter, facsimile transmission or email to the address, number or email address of the relevant party given above or at the time that the Customer registers for the Service or such other address, number or email address as is notified in accordance with this clause from time to time. Any notice will be deemed to have been served: if by

hand, when delivered; if by first class post, forty-eight hours after posting; if by facsimile, when dispatched; and if by email, forty-eight hours after dispatch.

11.8 The parties agree that they do not intend any term of this Agreement to be enforceable by anyone who is not a party to this Agreement.

11.9 This Agreement will be governed by the laws of England and the parties submit to the nonexclusive jurisdiction of the English courts.