
Terms and conditions

ReAssure Now Access Terms of Use for Corporate Pension Schemes

Please read this Agreement carefully as it forms a binding contract between you, the Trustees of a Corporate Pension Scheme which is the policyholder in respect of the Products and is using ReAssure Now (the **User, you, your**) and ReAssure Limited and ReAssure Life Limited (together **ReAssure, we, us, our**) in relation to your use of ReAssure Now. You may download or print a copy of this Agreement by visiting www.reassure.co.uk/uploads/ReAssure-Now-corporate-schemes-terms-and-conditions.pdf.

Although Designated Trustees, Scheme Super Users and Scheme Users are referred to in this Agreement as having certain functions this Agreement is between ReAssure and the Trustees of the Scheme (the User, you). You must ensure that Designated Trustees, Scheme Super Users, Scheme Users and anyone else using ReAssure Now on your behalf comply with this Agreement.

By entering into this Agreement, ReAssure does not seek to hold itself out and should not be treated as holding itself out with respect to offering or providing any other service, including but not limited to providing investment or other advice.

ReAssure Limited and ReAssure Life Limited are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority with Firm reference numbers 110495 and 110462 respectively. These details can be checked on The Financial Services Register by visiting register.fca.org.uk. The Prudential Regulation Authority website can be found at www.bankofengland.co.uk/prudential-regulation.

The registered office address for ReAssure Limited (company number 00754167) and ReAssure Life Limited (company number 01363932) is Windsor House, Telford Centre, Telford, Shropshire, TF3 4NB. ReAssure Limited and ReAssure Life Limited are members of the Association of British Insurers (ABI).

Definitions

In this Agreement the following expressions shall have the following meanings, unless inconsistent with the context:

Agreement: means these terms and conditions, referred to as the **ReAssure Now Access Terms of Use** and any Schedules and annexes hereto as updated from time to time.

Business Contact Details: means the primary business contact details for use on ReAssure Now for correspondence with either the Designated Trustee and any ReAssure Now Users.

Business Day: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Content: means certain material and information appearing from time to time on ReAssure Now and made available to the User, ReAssure Now Users and, if applicable, Scheme Members.

Corporate Pension Scheme: means an occupational pension scheme.

Data Protection Laws: means any law that applies from time to time to the processing of personal data by either party under this Agreement including, to the extent applicable : (a) EU General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the **EU GDPR**); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communication (EU Directive) Regulations 2003; (d) the EU GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the **UK GDPR**) and (e) any other applicable laws, directives,

statutes, regulations or codes of practice which have legal effect relating to data protection or the privacy of individuals, in each case as may be amended, superseded or replaced from time to time.

Designated Trustee: means a trustee who is authorised by the User to act on its behalf including to accept this Agreement on behalf of the User and to nominate the Scheme Super User. This must be the User's trustee whose identity has been verified by ReAssure.

Electronic Instructions: means an instruction relating to the Products electronically transmitted via ReAssure Now.

Equipment: means the hardware, software and peripherals the User, the ReAssure Now Users and (if applicable) any Scheme Members use to access ReAssure Now (excluding hardware, software and peripherals owned or operated by ReAssure).

Financial Conduct Authority (FCA): means the current or any successor financial services conduct regulator.

Multi Factor Authentication (MFA): means an optional security feature which requires log-in credentials to come from separate sources. If the User chooses to activate this feature, access to their ReAssure Now account and any other ReAssure Now transactions may in the future require this additional verification.

Password: means the ReAssure Now password chosen by the ReAssure Now User and, if applicable, any Scheme Member (as may be subsequently changed by the relevant ReAssure Now User and/or any relevant Scheme Member).

Personal Data, Personal Data Breach, Controller, Processor, processing (and cognate expressions) and **Data Subject:** shall have the meanings given to them under Data Protection Laws.

Policy Data: means the Product reference/number and policy valuation information, including but not limited to: fund name, fund code, units held, unit price, unit price date and currency code.

Prudential Regulation Authority (PRA): means the current financial services prudential regulator and supervisor and its successors.

Products: means the products and services, information about which is made available to the User, ReAssure Now Users and, if applicable, any Scheme Members by ReAssure via ReAssure Now from time to time.

ReAssure Now: means the online services provided by ReAssure currently found at now.reassure.co.uk and such other websites as may be maintained by or for ReAssure. Use of ReAssure Now is subject to the Terms of the Products.

ReAssure Now Users: means Scheme Super Users and Scheme Users but excluding (where applicable) any individuals using ReAssure Now in their capacity as Scheme Members.

Scheme Member: means the scheme member in respect of any of the Products who may have access to ReAssure Now from time to time, to the extent this is permitted by the User, the Terms, the ReAssure Now functionality and subject to the Scheme Member accepting separate ReAssure Now Terms and Conditions.

Scheme User: means employees, agents, independent contractors and other representatives of the User who are authorised by the User to access, use and/or view the ReAssure Now portal (including any such individuals with limited/view only access), including individuals for whom access to ReAssure Now has been provided by the Scheme Super User, however excluding any individuals using ReAssure Now in their capacity as Scheme Members.

Scheme Super User: means the individual nominated by the User as Scheme Super User in accordance with this Agreement, who is responsible for ongoing access management of any Scheme Users (and any relevant Scheme Members) and ensuring any Scheme Users (and any relevant Scheme Members) continue to remain authorised to use ReAssure Now at all times. Scheme Super User may be an individual or a trustee from the User's organisation or a third party.

Security Details: means the details used by a ReAssure Now User and/or, if applicable, any Scheme Member to log into ReAssure Now (which at the moment comprise a Username, Password and MFA credentials, if activated).

Supervisory Authority: means the Information Commissioner's Office in the UK (or any successor authority) and any other supervisory authority within the meaning of the Data Protection Laws.

Terms: means any documentation, terms or instructions governing the operation and supply of Products including those provided to the User from time to time.

Username: means the Username which has been chosen by the ReAssure Now User or, if applicable, a Scheme Member or by ReAssure for the ReAssure Now User or, if applicable, a Scheme Member (as may be subsequently changed by the ReAssure Now User or, if applicable, the relevant Scheme Member).

1. Agreement

- 1.1 This Agreement and the User's right to use ReAssure Now will not come into effect until ReAssure has received from the User notice of the User's acceptance of the terms of this Agreement. The User's right to access ReAssure Now will then commence unless access is suspended or terminated in accordance with this Agreement. A Designated Trustee must accept this Agreement on behalf of the User and by doing so, the relevant Designated Trustee represents and warrants that it has full legal authority to bind the User, including all the trustees of the User, to this Agreement and that it has provided a copy of this Agreement to each of the User's other trustees.
- 1.2 The User must notify ReAssure promptly if any of the details given to ReAssure during the registration process for ReAssure Now change.

2. Using ReAssure Now

A. General

- 2.1 Each ReAssure Now User and, if applicable, each Scheme Member has a personal Username and Password which enable the relevant individual to access ReAssure Now. We may notify you from time to time of changes in the Security Details we may require for accessing ReAssure Now.
- 2.2 The User's right to use ReAssure Now is personal to the User (and its authorised ReAssure Now Users and, if applicable, authorised Scheme Members) and the User may not permit any other person to gain access to ReAssure Now. The User must ensure that the ReAssure Now Users and, if applicable, any Scheme Members keep their Security Details secure and confidential.
- 2.3 You may be given the option to use a Multi-Factor Authentication (MFA) feature to add an extra layer of protection for access to ReAssure Now and other transactions within ReAssure Now. When MFA is activated, the User authorises the third party MFA service provider to send a unique authentication identifier to the contact information provided by ReAssure Now Users. If MFA is activated, responsibility for accepting and complying with any terms and conditions and for payment of any costs associated with the MFA service lies with the User.
- 2.4 You are responsible for ensuring that the ReAssure Now Users and, if applicable, any Scheme Members' use of ReAssure Now is in accordance with this Agreement. In this Agreement, an obligation on the User to do or not to do something (as relevant) includes an obligation on the User to ensure that the ReAssure Now Users and Scheme Members do, or refrain from doing (as relevant), the same. In addition you shall ensure that: (a) Scheme Members who are allowed to access ReAssure Now enter into and accept separate ReAssure Now Terms and Conditions provided by ReAssure and (b) the Scheme Members comply with those ReAssure Now Terms and Conditions. You shall indemnify ReAssure in respect of all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your, any ReAssure Now User's and/or any Scheme Member's use of ReAssure Now.
- 2.5 Changes in technology from time to time may make the Equipment obsolete or otherwise unsuitable for accessing ReAssure Now. The User will be solely responsible for providing, updating, or replacing any part of the Equipment and for any related costs. ReAssure makes no warranty as to the suitability or otherwise of the Equipment, which is the User's sole responsibility.

B. Electronic instructions

- 2.6 The User will be treated as authorising ReAssure to act on Electronic Instructions placed by using any ReAssure Now User's and/or (if applicable) the relevant Scheme Member's Security Details without further written confirmation to ReAssure provided this is not prohibited by the scheme rules relevant to the Product and subject to clause 2.11. This authorisation remains in force until ReAssure receives notice from the User of termination of such authorisation. Such notice will not affect the completion of

Electronic Instructions which have already been placed pursuant to this authority.

- 2.7 The User must ensure that it has all required and appropriate authorisations and permissions to place Electronic Instructions, including, to the extent required, those from Scheme Members.
- 2.8 The User agrees that ReAssure will, pursuant to an Electronic Instruction, deduct from, and credit amounts to, Products and other relevant accounts held by the User and/or any relevant scheme members, as agreed with ReAssure from time to time.
- 2.9 It is the User's responsibility to ensure all transaction details are correct before sending/transmitting Electronic Instructions. We may make fraud prevention checks into an Electronic Instruction and may refuse to act on an Electronic Instruction:
- if we are permitted to do so under any Terms;
 - if we are not reasonably satisfied that the Electronic Instruction is lawful;
 - if we consider ReAssure Now has been or is likely to be misused; or
 - for fraud prevention purposes. If false or inaccurate information is provided and fraud is identified/suspected, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

If we refuse to act on an Electronic Instruction, we will make reasonable efforts to tell you, with reasons for the refusal (if possible) including any factual errors that led to the refusal. We will not do this where it would be unlawful to do so.

- 2.10 We will provide confirmation of our acceptance of the Electronic Instructions in accordance with the Terms of the Product(s) relating to the Electronic Instruction.
- 2.11 We make no guarantee that Electronic Instructions will be acted upon within a particular timeframe. The User must notify ReAssure as soon as possible if the User, any ReAssure Now User or any Scheme Member believes there is an error in the confirmation or the User, any ReAssure Now User or any Scheme Member believes an Electronic Instruction has been made in error. If you fail to notify us as soon as possible of any of these circumstances occurring, you will be deemed to have accepted the terms of the transactions as stated in the confirmation provided by us.
- 2.12 You understand that the Terms control the operation of the Products and that ReAssure Now is provided subject to those Terms. Other than in respect of the provisions relating to acceptance and performance of Electronic Instructions, in the event of a conflict between the Terms and this Agreement, the Terms shall prevail to the extent of the conflict. For the avoidance of doubt, even where the Terms provide that only a written instruction will be accepted, the User and, if applicable, any Scheme Member will be treated as authorising ReAssure to act on Electronic Instructions submitted in accordance with this Agreement.

3. Data protection

The data protection provisions set out in Schedule 1 shall apply.

4. Responsibilities

- 4.1 You will be responsible for all losses you may incur arising out of or in connection with fraudulent use of ReAssure Now.
- 4.2 Subject to clause 4.3, we will take reasonable care to ensure that any information provided to you by us is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information received from that third party.
- 4.3 ReAssure may rely on third parties to provide it with information made available as part of ReAssure Now. ReAssure cannot guarantee that any information made available as part of ReAssure Now, including in relation to any holding in Products or other financial information is up to date or that such information will be updated immediately if it changes. You acknowledge that ReAssure Now is intended to be an indicative snapshot of Users' information. The Content is provided for general information purposes only and does not constitute financial or other advice. Accordingly, the Content should not be

relied upon.

- 4.4 ReAssure reserves the right, in its sole discretion, to correct any errors or omissions in any of the Content, and to make any other changes to the Content or to ReAssure Now at any time without notice. ReAssure will notify you of any changes to the terms of this Agreement in accordance with clause 8.1.
- 4.5 We are not responsible for any communications transmitted over networks outside of ReAssure's control and sending information in this way is done at your own risk. ReAssure cannot guarantee that it will receive any electronic communication that you send or that the content of any message will remain private or unaltered during its transmission.
- 4.6 You may not:
- 4.6.1 interfere or tamper with, alter, amend or modify the Content or functionality of ReAssure Now, or any part of it;
- 4.6.2 copy, de-compile, reverse compile, reverse engineer or disassemble any of the software comprised in ReAssure Now; or
- 4.6.3 attempt to do any of the above or permit any of the above to be done, in each case, except as necessary to use ReAssure Now in accordance with the provisions of this Agreement or as expressly required, or allowed by law.
- 4.7 You may not reproduce, modify or in any way commercially exploit the Content or the ReAssure Now portal. In particular, you may not do any of the following without the prior written permission of ReAssure:
- 4.7.1 redistribute any of the Content or ReAssure Now, including by using it as part of any library, archive or similar service or make any derivative works from ReAssure Now or the Content; or
- 4.7.2 remove any copyright or trademark notice from any copies of the Content or ReAssure Now.
- 4.8 You are responsible for ensuring the security of the Equipment from which you, the ReAssure Now Users and Scheme Members access ReAssure Now.
- 4.9 You will ensure that any information you, the ReAssure Now Users and Scheme Members provide to ReAssure in connection with the use of ReAssure Now is complete, accurate and up to date.
- 4.10 You agree that, in order to prevent fraud and money laundering, we will pass onto fraud prevention agencies any false or inaccurate information that we receive in relation to the use of ReAssure Now or if we identify or suspect fraud.

5. Security

- 5.1 Once you have registered for ReAssure Now and accepted the terms of this Agreement, the ReAssure Now Users and, if applicable, Scheme Members will be able to use their Security Details to access ReAssure Now. Scheme Members must also accept separate ReAssure Now Terms and Conditions provided by us.
- 5.2 You shall ensure that ReAssure Now Users and Scheme Members keep safe and prevent fraudulent use of their ReAssure Now Security Details and take reasonable precautions including but not limited to the following:
- never writing down or otherwise recording Security Details in a way that can be understood by someone else;
 - not choosing Security Details that may be easy to guess;
 - taking care to ensure that no-one hears or sees their Security Details;
 - not allowing anyone else to have or use their Security Details and not disclosing them to anyone, including the police and us, except when registering for ReAssure Now or resetting Security Details;
 - keeping information containing details about ReAssure Now accounts and Products safe and disposing of them safely;

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- keeping the Equipment secure by using antivirus and anti-spyware software and firewalls;
 - never recording any Password or other Security Details on any software which retains it automatically;
 - following all security measures recommended by the manufacturer of the Equipment used to access ReAssure Now; and
 - following all security measures recommended on the National Cyber Security Centre's website "Top tips for staying secure online" which can currently be found at www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online.

- 5.3 Please note that after initial registration we will never contact you, ReAssure Now Users or Scheme Members or ask anyone to do so on our behalf, with a request to disclose Security Details in full. If you, ReAssure Now Users or Scheme Members receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you, ReAssure Now Users and Scheme Members must not supply any Security Details to them in any circumstances. You should report any such requests to us immediately on: 0800 073 1777.
- 5.4 If you become aware or suspect that Security Details of any ReAssure Now Users or Scheme Members may be or may have been used unlawfully or they may have been disclosed to someone else then you must immediately notify us by calling us on 0800 073 1777. You continue to be liable for any transactions on the accounts of your ReAssure Now Users and any applicable Scheme Members confirmed by use of their Security Details until you receive confirmation from us that this notification has been received.
- 5.5 You will be responsible for all Electronic Instructions received by us between the time your ReAssure Now Users or, if applicable, Scheme Members pass the security procedure on ReAssure Now until they exit from ReAssure Now. Please note that this includes any input errors, or instructions sent by someone other than the authorised ReAssure Now User and/or (if applicable) any Scheme Member. Therefore you must ensure that ReAssure Now Users and any Scheme Members do not leave the device they are using to access ReAssure Now unattended while they are still logged on to ReAssure Now.
- 5.6 At its sole discretion ReAssure may bar the use of any Security Details from time to time due to security or other concerns or for general administration purposes. ReAssure will inform the User, or the Designated Trustee or Scheme Super User, as soon as reasonably possible of such action. Access can then be restored following the procedures advised by ReAssure.
- 5.7 ReAssure Now may include automatic links to other websites which are outside of the control of ReAssure. ReAssure does not accept responsibility for the content or the privacy practices of such websites, nor for any transactions between you, any ReAssure Now User or any Scheme Member and such websites or any other website which can be accessed by hypertext link from ReAssure Now or through the functioning of the same.

6. Limitation of Liability

- 6.1 Subject to clause 6.3, ReAssure excludes any and all liability in respect of any or all claims arising out of or in connection with ReAssure Now and this Agreement (including without limitation as a result of breach of contract, negligence, or any other tort, under statute or otherwise).
- 6.2 Subject to clause 6.3, more specifically:
- (a) ReAssure does not guarantee that any information made available as part of ReAssure Now, including in relation to any holding in Products or other financial information, is accurate or up to date or that such information will be updated immediately if it changes. We do not monitor or edit information, documents or files provided by third parties as part of ReAssure Now. ReAssure Now is intended to be an indicative snapshot of User's information. Accordingly, the Content should not be relied upon.
 - (b) The Content is provided for general information purposes only and is not designed for making investment decisions. The Content does not constitute financial or other advice or an offer to

provide any product or service. Any reliance placed on the Content shall be at your and, if relevant, each Scheme Member's sole risk, and any investment outcomes shall be at your (and, if relevant, any Scheme Member's) own risk as we are not advising you, any Scheme Member or anyone else. If you or any Scheme Member need assistance in reviewing investments, we recommend you and/or the relevant Scheme Member (as applicable) get independent professional advice from a financial adviser. If you or they don't have an adviser [MoneyHelper.org.uk](https://www.MoneyHelper.org.uk) can provide you with impartial guidance, useful tools and calculators or help you find a financial adviser. ReAssure is not responsible for others' investment advice or activity.

(c) ReAssure shall use reasonable endeavours to ensure that ReAssure Now can be accessed at all times. However, ReAssure Now may be temporarily unavailable, or restricted for administration or other reasons such as connectivity, and there may be events that mean that access is temporarily unavailable or restricted. ReAssure cannot guarantee the security of access to, uninterrupted use of, or security of use of, ReAssure Now or any of the Content. ReAssure Now is provided without any guarantee, condition or warranty as to availability, accuracy or fitness for purpose.

(d) We do not accept any liability for any claims, penalties, losses, damages, costs or expenses arising from the use of, or inability to use, ReAssure Now or from any unauthorised access to or alteration of ReAssure Now.

6.3 ReAssure does not seek to: (a) exclude or limit any liability for death or personal injury resulting from negligence, (b) exclude or limit any liability for fraud or fraudulent misrepresentation, (c) limit any liabilities in any way that is not permitted under applicable law or (d) exclude any liabilities that may not be excluded by law. Limitations and exclusions of liability set out in this Agreement are subject to this clause 6.3.

6.4 Subject to clause 6.1, ReAssure will not be liable to you, any ReAssure Now User or, in terms of this Agreement, to any Scheme Member (in each case whether in contract, tort, for breach of statutory duty or otherwise) in respect of any (a) business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill, (b) loss or corruption of any data, database or software or (c) special, remote, indirect or consequential loss or damage.

6.5 Subject to clause 6.1, ReAssure's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the annual management charges paid or payable in respect of the Product(s) in the 12 months immediately preceding the event, or start of the series of events, giving rise to the claim.

6.6 ReAssure accepts no liability to any person who is not a party to this Agreement, including any Designated Trustee, ReAssure Now User and/or Scheme Member.

7. Termination

7.1 Notwithstanding any other provision of this Agreement, ReAssure is entitled to end ReAssure Now and terminate this Agreement upon 28 days' notice, at its sole discretion. ReAssure accepts no liability for loss or damage arising out of or in connection with the loss of the use of ReAssure Now for any reason.

7.2 ReAssure may terminate your, the ReAssure Now Users' and any Scheme Members' right to use ReAssure Now and this Agreement at its absolute discretion by giving you notice which will be effective immediately if:

7.2.1 you are in breach of the terms of this Agreement; or

7.2.2 ReAssure loses the services of any of its material suppliers.

7.3 The User may terminate their right to use ReAssure Now and this Agreement by giving notice in writing to ReAssure at the address below, which will be effective on receipt by ReAssure, but this will not affect Electronic Instructions that have already been placed with and confirmed by ReAssure.

ReAssure Limited

Windsor House

Ironmasters Way

Telford Centre

Telford

TF3 4NB

- 7.4 Upon termination of this Agreement, your, your ReAssure Now Users' and, if applicable, any Scheme Members' right to access the ReAssure Now portal will cease. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced by termination.
- 7.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect including the Definitions section of this Agreement, clauses 2.4 to 2.9 (inclusive), clauses 2.11 and 2.12, clause 3, clauses 4.4 to 4.7 (inclusive), clauses 4.9 and clause 4.10, clauses 5.5 and 5.6, clause 6, clause 7, clause 9, clause 10, clauses 11 to 19 (inclusive) as well as Schedule 1 paragraphs 1.3, 2.2, 2.5, 2.9, 4.2, and 6.

8. Variation

- 8.1 ReAssure has the right to vary the terms of this Agreement at any time to reflect changes to legal or regulatory requirements or to make improvements to the ReAssure Now portal. You will be asked to review and accept the updated Agreement the next time your ReAssure Now User logs into ReAssure Now following any variation. You must ensure such ReAssure Now User is authorised to accept the updated Agreement on your behalf. ReAssure will only notify you in advance of any changes that will materially affect you. You will be able to access this Agreement via a link on the Help section of ReAssure Now which will show the date this Agreement was last updated. Use of ReAssure Now by ReAssure Now Users implies your acceptance of the current terms of this Agreement.
- 8.2 ReAssure may, where we consider it appropriate, including for you or your protection, or to protect ReAssure, suspend, withdraw or restrict the use of ReAssure Now, or any part of it. We will tell you as soon as practicable if we take such action.

9. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. The failure or delay by any party (a) to exercise or enforce any of its rights; or (b) to enforce any obligation which the other party is in breach of under this Agreement, is not a waiver of that right nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.

10. Notices

- 10.1 Any notice or other document to be given under this Agreement must be in writing, and a notice or other document will be effectively given if made in any of the following ways (a) by first class post or by recorded delivery or special delivery; (b) by email and (c) in the case of notices/documents given by ReAssure only, by posting on ReAssure Now.
- 10.2 Any notice or other document to be given under this Agreement shall be addressed as follows: (a) for notices to ReAssure: the relevant addressee and address as set out on ReAssure Now from time to time; and (b) for notices to the User: the current postal or email address we hold for you in our computer systems. This clause does not apply to notices/documents posted by ReAssure on ReAssure Now under clause 10.1(c).
- 10.3 Any notice or document given in accordance with this clause 10 shall be deemed to have been received: if sent by first class post or by recorded delivery or special delivery, on the Business Day

after posting, if sent by email or posted on ReAssure Now, at the time of transmission/posting (as relevant), or, if transmission/posting is not on a Business Day, on the following Business Day.

11. Copyright and trade marks

- 11.1 Copyright and all other intellectual property rights in the pages of ReAssure Now, the Content and in the information, texts, graphics and material contained therein and their arrangement is owned by ReAssure or its licensors. The User is given a non-transferable, non-exclusive and revocable permission to permit the ReAssure Now Users and any relevant Scheme Members to use ReAssure Now and the Content in accordance with this Agreement for as long as ReAssure permits such use and which right automatically terminates on termination of this Agreement.
- 11.2 All trademarks, service marks, company names or logos are the property of their respective holders and no permission is given by ReAssure in respect of the use of any such trademarks, service marks, company names or logos and such use may constitute an infringement of the holders' rights.
- 11.3 Reproduction of the Content and/or the pages of ReAssure Now in whole or in part, without the prior written consent of ReAssure, is strictly prohibited. You are permitted to print any material from ReAssure Now provided that it is for your personal/internal use and no amendment is made to it.

12. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. Severance

If any provision or part provision in this Agreement is determined by any court or competent administrative body to be unenforceable for any reason, then that provision or part provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect the rest of this Agreement which shall remain in full force and effect.

14. Conflict

- 14.1 In the event of a conflict between:
- (a) this Agreement and the rules and regulations of any self-regulatory body or other body governing the activities of ReAssure and the Products, the rules and regulations of such self-regulatory body or other body shall prevail to the extent of such conflict;
 - (b) the main body of this Agreement and its Schedules, the provisions of the main body of this Agreement shall prevail to the extent of the conflict
 - (c) this Agreement and the Terms, such conflict will be resolved in accordance with clause 2.12.

15. Entire agreement

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Assignment

- 17.1 The User shall not, without the prior written consent of ReAssure, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 17.2 ReAssure may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement provided it notifies the User.

18. Law

This Agreement is governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts in relation to any claim or dispute arising out of your use of ReAssure Now and/or this Agreement.

19. Confidentiality

- 19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 19.2.
- 19.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers or to any Scheme Members who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

Schedule 1

Please read this Schedule carefully as it forms part of a binding contract between you and us in relation to your use and access of ReAssure Now.

1. General

- 1.1 The functionality of ReAssure Now, as well as functionality available to any group of ReAssure Now Users and/or, where relevant, to any Scheme Members, may change from time to time in the sole discretion of ReAssure, for example to improve ReAssure Now or to comply with regulatory requirements. In the event that ReAssure considers that the functionality is permanently diminished in a material way, it may notify you of this where practicable. The user rights and privileges vary between Users, different groups of ReAssure Now Users and/or different Scheme Members (where applicable).
- 1.2 You must draw the terms of this Agreement to the attention of the Designated Trustee, ReAssure Now Users and any Scheme Members.
- 1.3 You must ensure that the Designated Trustee, ReAssure Now Users and any relevant Scheme Members are aware of and comply with the provisions of this Schedule and you will be responsible to ReAssure for the acts and omissions of each of the Designated Trustee, ReAssure Now Users and any Scheme Members.
- 1.4 You will only access ReAssure Now in order to carry out services provided to your scheme members in respect of the Products. ReAssure reserves the right to limit your access to ReAssure Now at any time, in its sole discretion.
- 1.5 You will comply with ReAssure's instructions relating to ReAssure Now, as may change from time to time.
- 1.6 Access to the ReAssure Now portal will be via a ReAssure Now Username, Password or MFA, if activated (or other such means as ReAssure may notify from time to time).

2. Access management

- 2.1 You must ensure that the Designated Trustee, any ReAssure Now Users and, where applicable, Scheme Members will have all necessary computer equipment (including any appropriate hardware, software and network connection) required to access ReAssure Now and provide their own virus protection software.
- 2.2 You are responsible for access management and will only permit authorised individuals to access and use ReAssure Now. For the avoidance of doubt, you are liable for the acts and/or omissions of the Designated Trustee, any ReAssure Now Users and any Scheme Members, including those whose permission to access or use ReAssure Now has ended or been withdrawn or suspended. You are also liable for the acts and/or omissions of any individuals whom you, the Designated Trustee, the ReAssure Now Users and/ or any Scheme Members allow to access ReAssure Now, including due to negligence or breach of this Agreement.
- 2.3 You must notify ReAssure immediately if you become aware of any breach of the provisions of this Agreement.
- 2.4 You will take all such steps, at your own cost, as ReAssure may reasonably require you to take to remedy such breach.
- 2.5 You are liable if Content, including customer data and relevant scheme member/policyholder/Product information, made available in ReAssure Now or in any electronic message is not used solely for the purposes for which it is intended by you.
- 2.6 You must ensure that the ReAssure Now portal is not used by the Designated Trustee, ReAssure Now Users or any relevant Scheme Members:
 - 2.6.1 in any way that breaches any applicable laws or regulations;
 - 2.6.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent or effect; or

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- 2.6.3 to reproduce or copy any of the Policy Data, Content or features of the ReAssure Now portal (including but not limited to its code) in contravention of this Agreement.
- 2.7 You may export the Policy Data through the ReAssure Now portal in the manner and to the extent the ReAssure Now portal functionality supports data export. The Policy Data within the ReAssure Now portal is updated at regular intervals, as determined by ReAssure.
- 2.8 You shall be permitted to analyse the Policy Data and Content, to combine the Policy Data with your own data, and to use the Policy Data and Content for your internal purposes; provided, that you shall not publish any Policy Data or Content.
- 2.9 You acknowledge and agree that every download from the ReAssure Now portal is at your own risk and that any and all resulting damages (including without limitation from loss of data or damage to computer systems) is your sole responsibility.
- 2.10 The Scheme Super Users, other Scheme Users and, where relevant, any Scheme Members may be appointed in accordance with processes determined by ReAssure from time to time. Subject to the foregoing, the Designated Trustee shall appoint the Scheme Super User on behalf of the User. The User shall ensure that the ReAssure Now Users and, any relevant Scheme Members are aware of their responsibilities and understand their obligations under, and comply with, this Agreement.
- 2.11 The Designated Trustee and in using ReAssure Now, each ReAssure Now User and, where relevant, Scheme Member may act for and on behalf of the User.
- 2.12 You must provide the full name and Business Contact Details (including a business mobile and landline telephone number, valid business email address and business address) for the Designated Trustee and each ReAssure Now User and such other information that ReAssure may reasonably require. For the avoidance of doubt, personal email addresses for the Designated Trustee or for ReAssure Now Users will not be accepted by ReAssure.
- 2.13 The Designated Trustee must notify ReAssure using the designated contact number as soon as it becomes aware that for any reason the Scheme Super User's, access should be withdrawn. A replacement Scheme Super User will be appointed in accordance with the relevant processes designated by ReAssure. Where any other ReAssure Now User's and/or (if applicable) any Scheme Member's access is to be withdrawn, the Scheme Super User shall immediately withdraw the relevant access rights using the functionality within ReAssure Now or by calling the designated contact number.
- 2.14 You must notify ReAssure using the designated contact number as soon as you become aware of any required change to the Designated Trustee.

3. Warranties

- 3.1 The User must prevent the introduction of any computer virus into any message, programme or file sent by or on behalf of it to ReAssure or ReAssure Now and warrants and undertakes that it will not, and ReAssure Now Users and any relevant Scheme Members will not, introduce any viruses, worms, Trojan horse, spyware or other contaminant that will or may be used to access, modify, delete or damage any data, file or other computer programme used in connection with ReAssure or ReAssure Now or any message or other electronic communication involving ReAssure or ReAssure Now.
- 3.2 The User warrants that it has, and the Designated Trustee, each ReAssure Now User and Scheme Member (where necessary) all have, all licences, authorisations, consents, approvals and permits required in connection with this Agreement.
- 3.3 ReAssure does not represent or warrant that ReAssure Now will be compatible with the Equipment, hardware or software on which customer data, relevant policy or password protected information are downloaded or processed.

4. ReAssure Now Users

- 4.1 You shall ensure that, by completing the registration process for access to ReAssure Now, each ReAssure Now User agrees to be bound by this Agreement and acknowledges that it has been authorised by the User to act on their behalf in respect of the User's ReAssure Now account.

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- 4.2 You are responsible for any and all information relating to accounts of any ReAssure Now Users and any relevant Scheme Members, including the addition, deletion, deactivation or amendment of account details.
 - 4.3 As soon as any ReAssure Now User's or any relevant Scheme Member's access right is to be withdrawn, you shall ensure that such person ceases its use and/or access ReAssure Now from this time.
 - 4.4 ReAssure may from time to time require the User to (i) review the list of any current ReAssure Now Users and, if relevant, Scheme Members to ensure that each remains authorised to use ReAssure Now and (ii) validate the list of ReAssure Now Users and, if relevant, Scheme Members in the form of an annual attestation (which may be electronic) as required by ReAssure. In the absence of such attestation ReAssure reserves the right to suspend access to ReAssure Now in relation to any ReAssure Now Users and any relevant Scheme Members who have access associated with the User until such time as such requirements are met.

5. Security

- 5.1 The User agrees to put in place an appropriate internal procedure that sets out the steps that it must take following a security breach.
- 5.2 In the event that a security breach is detected by ReAssure or notified to us, we may suspend, withdraw or restrict the use of all ReAssure Now services or any part of them.

6. Data protection

- 6.1 The parties acknowledge and agree that:
 - 6.1.1 subject to paragraph 6.6, in performing its obligations under this Agreement, ReAssure shall act as Processor in respect of any Personal Data provided to it by or on behalf of the User or any Scheme Member or collected by it in the performance of this Agreement. This Personal Data is described in the Annex to this Schedule 1 and paragraphs 6.3 to 6.5 apply to such processing; and
 - 6.1.2 the User shall act as Controller.
- 6.2 The User must:
 - 6.2.1 comply with the obligations and duties of a Controller under Data Protection Laws in respect of Personal Data and not do, or omit to do, anything which causes, or may cause, ReAssure to breach its obligations under Data Protection Laws;
 - 6.2.2 make available to ReAssure all information and assistance that is reasonably necessary to demonstrate ReAssure's compliance with Data Protection Laws and maintain records to demonstrate the User's own compliance;
 - 6.2.3 implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Laws to protect Personal Data; and
 - 6.2.4 ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful processing of Personal Data by the User and on the User's behalf including the lawful transfer of Personal Data to ReAssure and to any other third party.
- 6.3 In processing Personal Data on behalf of the User, ReAssure shall:
 - 6.3.1 process Personal Data to the extent, and in such a manner, as is necessary for the provision of ReAssure Now and the performance of this Agreement by ReAssure, and in accordance with the User's documented instructions from time to time (which are set out in this Agreement), unless ReAssure is required by applicable laws to otherwise process that Personal Data. Where ReAssure is relying on applicable laws as the basis for processing Personal Data, it shall notify the User of this before performing the processing required by the applicable laws unless those applicable laws prohibit ReAssure from so notifying the User on important grounds of public interest;

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- 6.3.2 ensure that personnel engaged and authorised by ReAssure to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 6.3.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, implement and maintain appropriate technical and organisational measures to ensure a level of security of Personal Data appropriate to the risk;
- 6.3.5 assist the User insofar as this is possible (taking into account the nature of the processing and the information available to ReAssure) at the User's cost and request, in ensuring the User's compliance with the Data Protection Laws, with regard to the following:
- (a) in responding to any request from a Data Subject;
 - (b) the security of processing;
 - (c) notification of a Personal Data Breach to the Supervisory Authority;
 - (d) communication of a Personal Data Breach to the Data Subject; and
 - (e) data protection impact assessments, including prior consultation with the Supervisory Authority, which the User reasonably considers to be required
- in each case solely in relation to processing of Personal Data by ReAssure under this Agreement;
- 6.3.6 following receipt of written direction of the User, delete or return to the User Personal Data and copies thereof on termination of this Agreement unless ReAssure is required by applicable laws to continue to process that Personal Data. For the purposes of this paragraph 6.3.6, Personal Data shall be considered deleted where it is put beyond further use by ReAssure;
- 6.3.7 notify the User without undue delay where, in its opinion, an instruction from the User infringes or conflicts with the Data Protection Laws;
- 6.3.8 notify the User without undue delay upon becoming aware of a Personal Data Breach relating to Personal Data ReAssure processes on behalf of the User and shall provide any documentation or respond to any queries to the extent reasonably required by the User in connection with the investigation, mitigation and remediation of such Personal Data Breach; and
- 6.3.9 maintain records to demonstrate its compliance with this paragraph 6.3 and provide copies of the same to the User following the User's reasonable request, to allow the User to satisfy itself of and audit ReAssure's compliance.
- 6.4 The User acknowledges that ReAssure is permitted from time to time, when processing Personal Data on behalf of the User in the performance of this Agreement, to source certain services (including without limitation IT support services, software testing and application support and network and telephony services) from third party service providers or its group companies and the User provides its prior authorisation with respect to this. Where ReAssure engages a sub-Processor ReAssure shall:
- 6.4.1 enter into a written agreement with the sub-Processor which shall include data protection obligations which comply with the requirements of the Data Protection Laws; and
 - 6.4.2 remain fully liable to the User for the performance of the sub-Processor's obligations
- and the User specifically agrees that ReAssure has appointed the following third parties as sub-Processors: OKTA, Twilio, Amazon Web Services, Aviatrix and Rackspace. There may be changes to the sub-Processors appointed by ReAssure during the term of the Agreement and ReAssure shall provide an up-to-date list of its sub-Processors following the User's written request. Where the User objects to any sub-Processor it may terminate the Agreement in accordance with clause 7.3 and

cease to use ReAssure Now.

- 6.5 When processing Personal Data on behalf of the User in the performance of this Agreement, ReAssure may from time to time transfer Personal Data to sub-Processors who are established outside the UK and shall take steps to ensure that such a transfer is compliant with the Data Protection Laws.
- 6.6 ReAssure is a Controller with respect to Personal Data of ReAssure Now Users it collects as part of the User's and each ReAssure Now User's activation and registration process or which you and/or ReAssure Now Users supply to us or which you and/or ReAssure Now Users enter into the ReAssure Now portal. ReAssure's processing of this Personal Data is governed by our Privacy Notice at www.reassure.co.uk/privacy-policy. You must draw this to the attention of all ReAssure Now Users before we collect or otherwise process their Personal Data and each time the privacy notice is subsequently amended.

ANNEX

This is the Annex referred to in Schedule 1 to the foregoing ReAssure Now Access Terms of Use

The Personal Data

Subject matter, nature and purpose of Processing

ReAssure will provide the use of ReAssure Now to the User. ReAssure will process the Personal Data for the purpose of providing the use of ReAssure Now and otherwise performing this Agreement.

Duration of Processing

ReAssure will process the Personal Data for the duration of this Agreement (or as instructed by the User) and continue to hold and process Personal Data as required by law.

Types of Personal Data

Scheme Members' names, addresses, National Insurance numbers and dates of birth and Scheme Member Product information.

Categories of Data Subject

Scheme Members.

The Controller's obligations and rights

These are set out in paragraph 6 of Schedule 1 to the Agreement.