

The iPartners System – Terms of Use

Access to and the use of iPartners (the “System”) is subject to the Terms of Use detailed below (“Terms of Use”).

For the purpose of the Terms of Use, the expression (“You / Your / Yourself”) shall mean a person authorised to access and use the System in accordance with these Terms of Use.

By accessing and using the System you acknowledge these Terms of Use and agree to be bound by these Terms of Use.

These Terms of Use may be changed, modified, supplemented or updated by ERGO Insurance Pte Ltd (the “Company”) from time to time as the Company so determines and without advance notice to You. Unless otherwise indicated, any new products and services and any information, communications, documentation, materials, graphics, images and calculations (“Content”) and software added to the System will also be subject to these Terms of Use and effective upon the date of any such addition. You are therefore encouraged to review the System and familiarise Yourself with any updates and changes.

The Company reserves its rights to terminate and deny Your access to the System at its sole discretion and without providing prior notice to You.

Access to and use of the System shall be restricted to persons who act for and on behalf of their clients in the arranging and placing of insurance with the Company, including but not limited to agents of the Company, registered insurance brokers authorised and regulated by the Monetary Authority of Singapore, including direct insurance brokers (as defined in Section 1A of the Insurance Act (Singapore) and exempt insurance brokers, and their authorised representatives (“Intermediary / Intermediaries”) only.

Security

You shall ensure that only You access and use the System and its information and Content.

Your user identification (“UI”) and password (“Password”) is personal to You. You shall not disclose Your user identification and passwords, including both Your Password which is used to login into the System, and the authentication one time pin provided by the Company to You, to any persons including but not limited to persons in Your employment. You are responsible and personally liable for all activities undertaken on the System and transactions carried out using Your user identification and password.

You are responsible for protecting and preventing the disclosure of the information contained in the System to which You have access. In the event that inappropriate activities and/or transactions take place using Your UI and Password, whether with or without Your knowledge, including any loss of information, inaccuracies, inappropriate modifications or disclosures thereof to any unauthorised person, or exceeds Your scope of authorisation, You shall be personally liable for and agree to indemnify the Company for any loss or damage to the Company and in relation to any claims against the Company and/or expenses incurred by the Company arising out of or in connection to such inappropriate activities and transactions.

Intellectual Property Rights

The intellectual property rights in the System and the Content are owned, licensed to and controlled by the Company, its licensors and / or service providers. The Company aggressively enforces its intellectual property rights to the fullest extent of the law.

You may print out a hard copy of information from the System for Your personal use as an Intermediary of the Company only provided that You keep intact and do not remove or alter material or information which is subject to copyright or such other notice including but not limited to trademark or patent.

Except as otherwise expressly stated herein, You may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequently use, create derivative works from, transfer, or sell any information or Content obtained from the System, in whole or in part, including any text, images, audio, and video in any manner, without the express prior written authorisation of the Company or any

applicable third party suppliers. The use of any Content from the System, including but not limited to text, images, audio and video by You or anyone else allowed by You is prohibited unless specifically permitted by the Company. Any unauthorised use of any Content, information, data or material from the System may violate copyright laws, trademark laws, privacy laws, and all such other applicable laws, regulations and statutes. Neither the Company nor its affiliates or ERGO, warrant or represent that Your use of the Content of the System, software or any other materials displayed on the System will not infringe the rights of third parties.

Trademarks and Service Marks

Certain trademarks, including "ERGO Insurance", "ERGO Asia Management", "ERGO Group", are the registered and in some cases unregistered service marks of the ERGO Group of companies or one of the ERGO Group's subsidiaries in various jurisdictions. The domain name for the website www.ergo.com.sg, the ERGO logo, the name ERGO, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of ERGO group companies or their affiliates. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the System are the property of their respective owners. In addition to complying with all applicable laws, by accepting the Terms of Use of this System You agree that You will not use any such trademarks, service marks, trade dress, or other logos from the System, the website www.ergo.com.sg or any other materials or medium which uses the name or makes reference to the name ERGO without the prior written authorisation of the Company.

Ownership of information submitted via the System

With the exception of any personal data as defined in the Personal Data Protection Act 2012, or information submitted, any information transmitted to the Company or ERGO via the System, whether by direct entry, submission, electronic mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of the Company. Such information may be used for any purpose, including but not limited to reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. The Company and ERGO shall be free to use any ideas, concepts, know-how, or techniques contained in any communication You send to the Company or ERGO via the System or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information.

Confidentiality

These Terms of Use, information relating to the Company, ERGO, the System's technology and systems, processes and financial information, Your UI and Password (if applicable), information relating to the Company's business, security and technology and all ERGO customer data and information will be deemed confidential information regardless of whether or not marked "confidential" ("Confidential Information").

As an Intermediary of the Company, You shall act with integrity and professionalism at all times. You are aware that the Company is entrusted with Confidential Information relating to customers and You are, in turn, entrusted with such information, as well as information relating to our business and operations which may come to Your knowledge in the course of Your business and use of the System.

You agree that in the event that You, by act or omission, commit any breach of confidentiality, whether arising out of or in connection to fraud, misconduct, negligence or otherwise, You may be subject to various sanctions, including but not limited to, criminal or civil liability and/or termination of Your role as an Intermediary of the Company and being denied access to the System.

Your Obligations – Confidential Information

You will hold all Confidential Information in strict confidence. You must not disclose such Confidential Information to third parties nor use the Confidential Information for any purpose other than as required to perform Your obligations pursuant to Your agreement with the Company to act as an Intermediary of the Company. Such restrictions will not apply to Confidential Information which:

- (a) is already known by the recipient;
- (b) becomes publicly known through no act or fault of the recipient;

- (c) is received by the recipient from a third party without a restriction on disclosure or use; or
- (d) is independently developed by a recipient without reference to the Confidential Information.

Where Confidential Information is required to be disclosed by a court, government agency, regulatory authority, You must immediately notify the Company and the party to whom the Confidential Information relates to, upon learning of the existence or likely existence of such a disclosure requirement and You must use Your reasonable efforts to avoid such disclosure and, if necessary, use Your reasonable efforts to protect the Confidential Information from disclosure. Your obligation to maintain the confidentiality of information disclosed through using the System will survive the expiration or early termination of Your agreement with the Company to act as an intermediary of the Company, for a period of five years or until such time as such information becomes public information through no fault of the receiving party.

Return of Confidential Information upon termination.

Upon termination of Your agreement to act as an Intermediary of the Company and if requested by notice, You shall return to the Company within ten (10) days all Confidential Information and all documents or media containing Confidential Information. Alternatively, if requested by notice from the Company or any court or regulatory authority, You shall confirm to the Company that all Confidential Information and all documents or media containing Confidential Information have been destroyed.

Proprietary Software

Any software accessible through the System is the property of the Company or its suppliers and is protected by Singapore patent and copyright laws and international treaties. Any use of the Software by You other than as required to navigate and to utilise the intended functionality offered through the System is prohibited. In accepting these Terms and Conditions You agree not to copy, distribute, publicly display, alter, modify, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code of the software used on this System. You further agree not to access the System or Content of the System by any means other than by interfacing with the Company through the System and Your access to the System and Content accessed via the System.

The software provided on the System is owned by or licensed to the Company, and may contain technology that is subject to strict controls pursuant to export control laws and regulations of Singapore and other countries and jurisdictions. You shall not copy, transfer or export such software in violation of such applicable export laws and regulations. The Company does not authorise the downloading or exportation of any software or technical data from the System to any jurisdiction.

Connection Requirements

You shall be responsible for providing and maintaining, at Your own risk, option and expense, any hardware, software and communication lines required to access and use the System, and the Company reserves the right to change the access configuration of the System at any time without prior notice.

Your Obligations and Limitations on Use

In accepting these Terms of Use and accessing the System You agree to:

- (a) provide any data in the format as required by the Company and/or ERGO in relation to the use of the System;
- (b) only access the System in accordance with these Terms of Use;
- (c) comply with all notices, directions or instructions given by the Company from time to time in respect of the use of the System including but not limited to these Terms of Use as set out by the Company;
- (d) co-operate fully with and provide all assistance reasonably required by the Company to ensure the timely and proper provision of the System;
- (e) only use the System for the approved business purposes in accordance with the Terms of Use and any written contracts between You and the Company, and not for the benefit of

any third party unless such third party has obtained the prior written consent of the Company;

- (f) comply with and shall not contravene all applicable Laws, including, without limitation, the laws of Singapore, in the course of accessing and using the System.
- (g) to indemnify the Company for any loss or damage to the Company, howsoever arising in relation to any claims against the Company and/or expenses incurred by the Company arising out of or in connection with your access to and use of the System and Content of the System.

Unauthorised Access

In accepting these Terms of Use and accessing the System You agree to immediately notify the Company of any unauthorised use of or access to the System or any other breach of security in relation to the System or Confidential Information which You become aware.

Prohibited Use

In accepting these Terms of Use and accessing the System You agree and acknowledge that any use or attempted use of the System:

- (a) for any unlawful, unauthorised, fraudulent or malicious purpose; or
- (b) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; or
- (c) that could interfere with any other party's use of the System; or
- (d) to gain unauthorised access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or
- (e) to access systems, data or information not intended by the Company to be made accessible to You; or
- (f) to attempt to obtain any materials or information through any means not intentionally made available by the Company; or
- (g) in connection with any use other than the business purpose for which it was intended, is strictly prohibited.

The Company reserves the right to take whatever lawful action it may deem appropriate in response to the actual or suspected violations of the foregoing, including but not limited to the suspension or termination of Your access to the System and/or the System account assigned to You by the Company in connection with access to and use of the System, if any.

The Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong involving the System, including access to the System and use of the Confidential Information.

The Company reserves the right at all times to disclose any information as the Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, from the System, at the Company's sole discretion.

Right to Monitor

In accepting these Terms of Use and accessing the System You acknowledge that You are fully aware and expressly agree that the use of the System is subject to having all Your activities on the System monitored and recorded by the Company.

Hyperlinks to Third Party Web sites

The System may contain hyperlinks to other sites owned and operated by parties other than the Company. Such hyperlinks are provided only for ready reference and ease of use. The

Company does not control such web sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless specifically stated. In the event the System provides hyperlinks to other web sites that are not owned, operated or maintained by the Company or its affiliates, in accepting these Terms of Use and accessing the System You acknowledge and agree that the Company is not responsible for and is not liable for the content, products, services or other materials on or available from such web sites.

The Company accepts no liability for any information, products, advertisements, content, services or software accessible through these third party web sites or for any action You may take as a result of linking or connecting to any such web site. Any such web sites are likely to set forth specific terms of use and privacy policies that any users, including You, should review.

The Company is under no obligation to maintain any link on the System and may remove a link at any time in its sole discretion for any reason whatsoever. Neither the Company nor its affiliates shall be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such web site.

Modification to Services

The products and services described, set out and detailed in the System are available only in the relevant territory and to eligible persons. The eligibility criteria are set out in the relevant product, policies and/or service agreements. All transactions carried out through the system are quoted and payable in the relevant currency. Price and information are subject to change without notice. The Company may, at its discretion, modify or discontinue any of the products and services detailed and set out in the System, Content of the System or software used in the System, or any portion thereof, with or without notice. In accepting these Terms of Use and accessing the System You agree and confirm that neither the Company nor its affiliates will be liable to You or any third party for any modification or discontinuance of any of the products and services detailed and set out in the System, Content of the System or software used in the System.

Data Privacy Policy

By accessing the System and accepting these Terms of Use You agree and confirm You have read and accepted the Company's "Personal Data Protection Policy" as set out on the Company's website and detailed in the link herein <https://www.ergo.com.sg/pdpa>

You acknowledge that, pursuant to this agreement under the Terms of Use, You may submit certain personal data of your clients to the Company via the System (the "Personal Data") for the purpose of enabling the Company to evaluate, process, administer and/or manage the individual's relationship with the Company and the insurance policies and products which the Company provides to the individual, and for the other purposes stated in the Company's Personal Data Protection Policy (the "Proposed Purposes"). You represent and warrant to the Company that:

- (a) You collected the Personal Data in accordance with all applicable Privacy Laws;
- (b) prior to disclosing the Personal Data to the Company, You provided all necessary notices to, and obtained all necessary consents from, the individuals to whom the Personal Data relates, permitting:
 - (i) You to disclose that Personal Data to the Company for the Proposed Purposes;
 - (ii) the Company to collect and use that Personal Data for the Proposed Purposes; and
 - (iii) the Company to disclose that Personal Data to third parties (including but not limited to its affiliates, representatives, agents, service providers and professional advisors, whether located within or outside Singapore) for the Proposed Purposes, in accordance with all applicable Privacy Laws

- (c) the Personal Data is accurate, and You shall give the Company notice in writing as soon as reasonably practicable if You become aware that any of the Personal Data is not accurate or has been updated and/or changed;
- (d) You shall give the Company notice in writing as soon as reasonably practicable if You become aware that any individual has withdrawn the consent referred to in paragraph (a) above; and
- (e) You shall provide reasonable assistance to the Company to comply with all applicable Privacy Laws.

“Privacy Laws” means the Personal Data Protection Act 2012 (Singapore) and any other data protections laws which apply to the Personal Data or its collection, use, disclosure or storage.

Disclaimer

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the Company's products and services, but are provided solely for general informational purposes. Please refer to the actual policy or the relevant product or service agreements for its complete terms, exclusions and conditions.

By using the System, You expressly agree that such use is at Your own risk. The System and all Content and software are provided on an "as is" or "as available" basis, and the Company assumes no responsibility and shall not be held liable for any damage to Your computer or any other equipment or property as a result of Your access to, or use of the System, or downloading of any materials herein contained, including any viruses, malicious, destructive or corrupting code, agent, program or macros. The Company endeavors to provide a service of the highest quality. However, the Company cannot guarantee that its service will not be uninterrupted or error-free.

Limitation of Liability

In accepting these Terms of Use and accessing the System You understand and agree that the Company will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of products, use, data or other intangible losses, even if the Company has been advised of the possibilities of those damages, resulting from Your use or inability to use the System, services, Content of the System or software used on or for the operation of the System, the cost of obtaining substitute products and services resulting from any loss of data, information, products or services obtained from purchases or transactions entered into through the System, or statement or conduct of any third party, or any other matter related to the System, Content or software.

You understand and agree that Your use of the System is predicated upon Your waiver of any right to sue the Company or its affiliates directly or to participate in any suit or class action suit for any losses or damages resulting from Your use of the System.

Age and Location of User

All information and Content available on the System are solely directed to individuals 18 years of age or older residing in Singapore. The Company makes no representation that the Content of the System, products and services offered through the System or software used on or for the operation of the System are available for use outside of Singapore. Any use of the Content of the System and software offered through the System is prohibited where it is prohibited by law.

Governing Law and Dispute Resolution

Your use of the System and these Terms of Use are governed by the laws of Singapore.

Any dispute, difference or question which may arise at any time hereafter between You and the Company in relation to these Terms of Use shall first be referred to mediation at the Singapore International Arbitration Centre in accordance with its Mediation Rules. If the mediation is unsuccessful or both You and the Company are not both prepared to refer the dispute, difference or question to mediation, then such dispute, difference or question shall be referred to the decision of a single arbitrator in Singapore in accordance with and subject to the

provisions of the Arbitration Act, Cap.10 of Singapore or any statutory modification or re-enactment which is in force at the time.

Notices

Any notices to You from the Company regarding the System, Content of the System of these Terms of Use will be posted and set out on these Terms of Use or may be sent to You by email at the email address You have provided to the Company or regular mail.