

ADDITIONAL TERMS OF USE – MYINSURFOLIO (“MYINSURFOLIO TOS”)

MyInsurFolio is an insurance portfolio summary platform that allows you (if you are a Facilitator) or your Facilitator to create, manage, view and access to the insurance portfolio summaries that you or your Facilitator have assisted to create (the “**Service**”).

THIS MYINSURFOLIO TOS, TOGETHER WITH THE POLICYXCHANGE TERMS OF USE [http://files.policyxchange.com/static/PolicyXchange-Terms-of-Use.pdf] AND ALL OTHER POLICIES REFERENCED THEREIN (THE “TERMS OF USE”), SET FORTH THE LEGALLY BINDING AGREEMENT FOR YOUR USE OF THE MYINSURFOLIO SERVICE.

By accessing, browsing and/or using the Service in any manner, you (the “**User**” or “**You**”) confirm you have read, understood and agreed to be bound by the MyInsurFolio TOS and the Terms of Use. If you do not consent to the MyInsurFolio TOS and the Terms of Use, please do stop using our Service.

In addition, when using our Service, you also shall be subject to any posted terms, guidelines, FAQs, code of conduct, rules, policies or procedures applicable to the Platform generally or to the MyInsurFolio Service specifically, which may be posted and modified from time to time, and which shall be binding on you upon posting on the Platform.

1. DEFINITIONS

- 1.1 “**Administrator**” means the Facilitator who has the right to access, read, write and edit the User Content of any Folio Account.
- 1.2 “**Facilitator**” means any User who is a registered financial adviser under the Monetary Authority of Singapore’s Representative Notification Framework and who has an account opened with PolicyXchange through the registration process of the Platform
- 1.3 “**Folio Account**” means an account opened with PolicyXchange through the registration process of the MyInsurFolio Service.
- 1.4 “**Folio Accountholder**” means any individual who has a MyInsurFolio account opened with PolicyXchange through the registration process of the MyInsurFolio Service. A Folio Accountholder may or may not be a User of the PolicyXchange platform.
- 1.5 Terms used but not defined herein shall have the respective meanings given to them in the Terms of Use.

2. USE OF MYINSURFOLIO

- 2.1 MyInsurFolio is a service offered via the PolicyXchange Platform and your access of MyInsurFolio shall be deemed to be provided by PolicyXchange.
- 2.2 You represent and warrant that:
 - (a) the registration of an account with PolicyXchange and/or MyInsurFolio and the performance of any actions in connection with the Services do not and will not conflict with or result in a violation or conflict or breach of: (a) any legal duty owed to a third party, such as a contractual duty or a duty of confidence; and/or (b) any Applicable Laws;
 - (b) no consent, approval, permit, governmental order, declaration or filing with, or notice to, any government authority or any other person is required by or from PolicyXchange or the PolicyXchange Group with respect to the use of the Service or the consummation of the transactions contemplated under;
 - (c) any information published on the MyInsurFolio and/or submitted to PolicyXchange complies with the Content Standards;

- (d) PolicyXchange will use reasonable skill and care in performing our services, however PolicyXchange will not verify if, and cannot guarantee that, all information is accurate, complete or correct. PolicyXchange shall not be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary and/or partial) breakdown, repair, upgrade or maintenance of part or all of the Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information;

For Facilitators

- (e) where you are an Administrator,
- (i) all information in respect of the Insurance Policies submitted on MyInsurFolio are based on information provided by you or the relevant Folio Accountholder. You are responsible for updating and maintaining the accuracy of all details of the insurance policies, including but not limited to term, premiums, coverage, insurance company details and other information through access provided by MyInsurFolio;
 - (ii) you have obtained all necessary consents from the relevant Folio Accountholder with respect to: (i) the collection, use and disclosure of his/her Personal Data on MyInsurFolio; and (ii) creating a FolioAccount for the relevant Folio Accountholder with his/her Personal Data and insurance information;
 - (iii) you have been duly appointed by the relevant Folio Accountholder to be the Administrator of his/her FolioAccount and have been properly granted the relevant rights referred to in sub-clauses 2.2(f)(ii) and (iii) below;
 - (iv) you will discharge your duties as Administrator to the relevant Folio Accountholder with appropriate care and diligence, including but not limited to all information submitted on MyInsurFolio;
 - (v) you are solely responsible for the User Content referred to in sub-clause 2(e)(i) above that is posted by you, and you represent and warrant that all such User Content posted complies with MyInsurFolio TOS, Content Standards and section 4 of the Terms of Use, and you will be liable to us and indemnify the PolicyXchange Group for any damage or Loss caused to us arising from any breach of this clause;
 - (vi) you shall not disclose, access or otherwise use Folio Accountholder's Folio Account and/or User Content for any purpose other than for the purposes of the Service and/or Platform and only in the manner permitted by MyInsurFolio TOS;

For Individuals

- (f) where you are a User who is a Folio Accountholder,
- (i) you shall be responsible for the appointment of the Administrator of your FolioAccount and for notifying PolicyXchange of any changes you wish to make to such appointment. PolicyXchange Group shall not be responsible and shall have no liability arising from or in connection with the appointment of any Administrator of the Folio Account, whether to you or any third party.
 - (ii) you grant your appointed Administrator the right and consent to collect, use and disclose your Personal Data on MyInsurFolio;
 - (iii) you grant all rights to read, write, edit and access the relationship management function of the account to your appointed Administrator;
 - (iv) PolicyXchange shall have the right to suspend or disable your Folio Account and/or your Administrator's access to your Folio Account upon notice of the death or mental incapacity of the Folio Accountholder, until such time that the MyInsurFolio Accountholder's executor or administrator, donee or lawfully appointed deputy or representative produces a grant of probate or letters of administration, court order, power of attorney or any other documents to PolicyXchange's satisfaction.

3. SUBSCRIPTION

- 3.1 Certain aspects of the Service may only be accessed by Facilitators on a subscription basis (“**Premium Services**”). If you are a Facilitator who wishes to access and use our Premium Services, you agree to pay the relevant subscription fee on the basis of the rate selected when a purchase of Premium Services was submitted through your account. You also agree to pay all taxes, government charges and foreign exchange fees applicable to your payment of the subscription fee. All amounts paid are non-refundable.
- 3.2 We may charge interest for any overdue amounts at the rate of the lesser of 1% per month or the maximum rate permitted by applicable law, and you agree to reimburse us for all collection costs in respect of overdue amounts. Without limiting the foregoing, we reserve the right to suspend your User account and/or your access to the Premium Service in the event that you fail to pay the relevant subscription fees when due.

4. DATA SECURITY

- 4.1. While PolicyXchange takes reasonable measures to safeguard your User Content in MyInsurFolio, you are solely responsible for maintaining a backup of all of your User Content outside of MyInsurFolio that is readily available to you at all times in case of any loss, erasure or destruction of your User Content stored on MyInsurFolio. In particular, we are not responsible for any delays, problems or other issues that may arise during the process of the back-up.
- 4.2. You acknowledge and understand that PolicyXchange may rely on third party providers to provide us and users of the Service and Platform, including you, various security and encryption measures reasonably necessary to safeguard your User Content. Any measures that we currently take on the Platform or with respect to the Service are merely for illustration purposes and we do not warrant their availability at all times or their efficacy. Our respective vendors are solely responsible for the security measures they provide and your sole remedy for any breach would be against them and not us.
- 4.3. While PolicyXchange has commercially reasonable measures in place to protect your User Content, you acknowledge and agree that PolicyXchange does not and cannot guarantee that our privacy and data security policies and practices will comply with or conform to any minimum or higher privacy or data security standards that may be imposed on any materials or other content you store on PolicyXchange.
- 4.4. You are solely responsible for verifying and ensuring that the use of the Service or Platform meet any such requirements imposed on you by Applicable Laws, regulations, governmental, court or regulatory orders, or custom or usage of trade, and we are not responsible for any resulting consequences you may face if our systems or our service is found not to meet those specific legal, regulatory or governmental standards, except to the extent we otherwise expressly state in our Privacy Policy or these Terms of Use.

5. OTHER APPLICABLE DOCUMENTS

- 5.1. In the event of any contradiction between MyInsurFolio TOS and any other agreement, this MyInsurFolio TOS shall prevail in relation to the use of the MyInsurFolio Service.