

Understanding your rights, obligations and Responsibilities

In the following paragraphs, "you" refers to all persons who are named under the account and "we" or "us" refers to The Great Eastern Life Assurance Co. Ltd and/or its holding company and/or its subsidiaries and/or the subsidiaries of its holding company.

In using the Internet to gain access to your account, you will be exposed to the following risks:

1. If you do not have sufficient technical knowledge or you do not take safety precautions, unauthorised people may gain access to your computer or internet-linked devices.
2. Unauthorised people may without your knowledge gain access to your computer and monitor your regular access to your account and your transactions with your account.
3. There may be computer viruses or other malicious software which may interfere with your access to your account.
4. If you access your account through a public computer, this may expose your account to viruses and malicious software.

You are liable for all instructions and transactions that carried out through the use of your user-id and password to access your account whether or not authorised by you. If you:

- i. fail to comply with the following [Terms and Conditions](#);
- ii. disregard the security measures which you must take; or
- iii. fail to take precautions when using the internet to access your account,

we will not be liable to you.

If you suffer from any damages due to our direct wilful default or gross negligence, we will be liable to you and to you alone for such direct damages. However, we will not be liable to you for any indirect, special or consequential losses including any loss of profits, loss of business, loss of profits or loss of reputation whatsoever.

All charges, if any, in accessing your account will have to be borne by you.

Great Eastern Web Access Account Agreement

Terms and Conditions

The following terms and conditions will govern the use of the web-account granted by us to you.

1. Under these Terms and Conditions "you" refers to all persons who are named under the account and "we" or "us" refers to The Great Eastern Life Assurance Co. Ltd and/or its holding company and/or its subsidiaries and/or the subsidiaries of its holding company.
2. Once we have agreed to give you an account, you will be able to access your account with your user id ("ID No.") and chosen password.
3. You will only access your account through the use of your ID No. and password. You will not reveal your password to anyone and you will take all precautions to ensure that your password is not disclosed to anyone. If you know or have reason to suspect that your password has been compromised or use by another person without your consent, you must change your password and inform us immediately.
4. You will permit us to act on any instructions given through your account when it is accessed through the use of your ID No. and password. We will not be liable to you when we act on such

instructions in good faith. If we act on such instructions, we will not verify the origin or authenticity of such instructions. Once we receive such instructions, they will be treated as irrevocable and binding on you whether or not there is any error or forgery or fraud concerning such instructions. We may (will not be obliged to) cancel any instructions given under your ID No. and Password without any liability if we know or have reason to believe that a criminal act, a fraudulent act, offence or breach of any regulation or legislation will be or has been committed. We may refuse or stop carrying out any or all instructions or reverse any actions carried out arising from your instructions if we are of the opinion that such instructions are unlawful, not properly authorised by you or for any other reason whatsoever. We have the right to require confirmation in writing of any transaction from you. You agree that in all the situations stated above, we will not be liable for any resulting damages and losses. Any instruction given by you for your account will be carried out in the normal course of business. We do not warrant that any instruction will be carried out within a particular time period or in any particular order.

5. You may change your password from time to time. Once we have accepted your new password, your use of your account through the use of your new password will be governed by the Terms and Conditions.
6. We may at our absolute discretion cancel your use of your account, vary, modify, withdraw or restrict your use of your account at any time without notice to you and without giving any reason. We will not be liable to you for any damages or losses that you may suffer as a result of such actions.
7. You confirm that the computer from which you are using to access your account is free from computer viruses, malware, malicious code or software or bugs of any kind whatsoever. We will not be responsible for any computer viruses, malware, malicious code or software or bugs which may be due to internet services provided by any internet service provider. We will be entitled to change or modify our website from which you access your account at any time without notice to you and without giving any reason. You will be solely responsible and liable for any damages or losses arising from your failure to comply with the above representation.
8. You acknowledge that you have read the [Privacy and Securities Policies page](#) and agree to those terms and conditions.
9. Our records of all transactions carried out on your account through the use of your ID No. and password will be conclusive and binding on you.

10. Disclaimers

10.1 The information and material on this web-site are provided on an "as is" and "as available" basis. We do not give any warranties as to the accuracy, adequacy, completeness or reasonableness of the information and materials contained in or accessed through this website. We are not responsible for any errors in, or omissions errors in, or omissions from, such information and materials. We do not give any warranties of any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose) in connection with such information and materials, or this website in general.

10.2 The information and materials provided on this web site are for your information only.

11. Prohibitions

The materials and information on this web-site belong to us. Such materials and information may not be posted, copied, distributed, uploaded or reproduced in any manner whatsoever. You may not insert a hyperlink to this web-site or any part thereof on any other web-site or "mirror" or

frame this website, any part thereof or any information or materials in this website on any other server or web-site.

12. Intellectual Property

12.1 We are the owners and proprietors of all the marks, whether service or trade marks, logos on this web site. As such, they may not be published, transmitted, reproduced, performed, displayed, adapted, distributed, stored, broadcast, stored, altered, hyperlinked or otherwise used in whole or in part in any manner without our express prior written consent.

12.2 Any pictures or images or audio materials or video materials displayed on this web site belong to us or are displayed by us with the permission of the owners of these pictures or images or audio materials or video materials. The use of these pictures or images or audio materials or video materials is strictly prohibited.

13. Limitation of Liability

13.1 We do not make any warranties with regard to accuracy and correctness of the information or materials on this web site. We will not be liable to any third party accessing this web site from whatever location, for any direct, indirect or consequential damages which may occur due to the use or inability to gain access to the information or materials on this web site, or reliance on any such information or materials provided on this web-site even if we or any of our representatives have been notified of this possibility of incurring such damages.

13.2 Likewise, we will not be liable or responsible for any damages suffered as a result of any computer viruses downloaded into any computer or internet access device as a consequence of downloading any materials, images or data from this web site or from using and accessing this web site.

13.3 In addition, we will not be liable for any losses or damages whatsoever and howsoever occurring whether or not arising from or in connection with your access to your account including any direct, indirect, special, consequential or special losses or damages, loss of profits, loss of opportunity, loss of business or goodwill, loss of interest and including:

- a. our acting on instructions given through the use of your ID No. and password whether or not authorised by you;
- b. any destruction or delay or alteration of any instructions, information transmitted or received by you through your account or any mistake in the transmission of the instructions, information transmitted;
- c. reliance on the information accessed by your account through the use of your ID No. and password;
- d. any unauthorised use of and/or information relating to your account which is obtained by a third party as a result of your access to your account;
- e. any stoppages or interruptions of our website on which you access your account;
- f. any disclosure of information to third parties due to your negligence or failure to keep your ID No. or password confidential;
- g. any losses or damages associated with software defects, hardware breakdowns, network vulnerabilities, malicious attacks, security shortcomings, hacking incidents, fraudulent activities and system failures which may occur despite our best efforts;
- h. any interruption or ceasing of the operation or availability of your account; or
- i. any losses or damages from cyber attacks e.g. denial of service attacks which may occur despite our best efforts.

If we are held liable, we shall only be responsible for direct losses or damages which may be reasonably expected to result from any of the circumstances and only if such losses and damages were caused by our gross negligence or willful default.

14. Indemnity

We will not be liable for and you will indemnify us against any claims, losses, damages or expenses (inclusive of all legal costs on a full indemnity basis) howsoever caused which may be incurred by us in providing the account to you whether or not arising from but will not be limited to the following:

- a. our taking any instructions and acting upon such instructions made through your account accessed by way of your ID No. and password;
- b. the improper or unauthorised use of your account;
- c. any act or omission by any internet service provider;
- d. any delay or failure in transmission, despatch or communication facilities; or
- e. any access (or inability or delay in accessing) and/or use of any browser to allow access to your account or for any defect in any such browser.

15. Variation or Modification of Terms and Conditions

We may at any time at our absolute discretion vary or modify any of the Terms and Condition. Any changes to the Terms and Conditions will be posted on this web-site.

16. Waiver

No failure or delay by us in exercising or enforcing any right or option under the Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair our right to take any action or to exercise any right as against you or render us responsible for any loss or damage arising therefrom.

17. Severability

If any one or more of the Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

18. Third Party Rights

A person who is not a party to this agreement governed by the Terms and Conditions for your account has no right under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce any of the Terms and Conditions.

19. Governing Law And Jurisdiction

19.1 The Terms and Conditions, the construction and enforcement of the terms and Conditions and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the Republic of Singapore.

19.2 The courts of Singapore shall have non-exclusive jurisdiction to hear any dispute arising out of or in connection with the Terms and Conditions and the parties irrevocably submit to the jurisdiction of such courts.