

# Terms and Conditions

## GENERAL WEBSITE TERMS OF USE

Last Updated: [August 8, 2019]

### Welcome

Welcome to Sagicor Group Jamaica's website (hereinafter called "the Site") through which you can learn about our company and access our products and services. Your use of this website is subject to these Terms of Use. By using the Site, you will be deemed to have accepted and agreed to be bound by these Terms of Use.

### Changes to These Terms of Use

We may make changes to these Terms of Use from time to time and we may notify you of such changes by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the "Last Updated" statement above. Your use of the Site following changes to these Terms of Use will constitute your acceptance of any changes to these Terms of Use made by us.

### Access to the Site

We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use).

### Site Availability

We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site.

### Your Account Security

If you use the Site to access financial or health related services, you are responsible for maintaining the confidentiality of your user credentials including your username, account details and password. You agree to accept responsibility for all activities that occur using your user credentials. If you are under 18, you may use our website only with the supervision of your parent or legal guardian.

### Intellectual Property

The intellectual property rights in the Site and all of the text, pictures, videos, graphics, logos and other content made available on it are owned by us and our licensors and are protected by relevant copyright and trademark laws. You may not print or otherwise make copies of any such content without our express

written permission.

Our trademarks and other brand indicia may not be used in connection with any product or service without our express authorization in writing. All other trademarks not owned by us that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

#### Your Use of This Site

Your permission to use the Site is personal to you and non-transferable. Your use of the Site is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:

- a) Use the Site for any fraudulent or unlawful purpose;
- b) Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- c) Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site;
- d) Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- e) Transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- f) Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- g) Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- h) Remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- i) Frame or mirror any part of the Site without our express prior written consent;
- j) Create a database by systematically downloading and storing Site content;
- k) Use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent.
- l) Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to us and our associates without expressed written consent.
- m) Use any meta tags or any other "hidden text" utilizing our name or trademarks without our expressed written consent.

#### Links

The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

#### Collection of Information

We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy on the Site.

#### Electronic Communication and Indemnity

The Site has features that allow you to communicate with us electronically. By using the Site, you consent to receive communications from us and provide us with information and instructions electronically and indemnify us and otherwise hold us harmless from and against any claims, loss or damage, costs and expenses which may arise as a consequence of the use of such electronic communications. Electronic communications include electronic mail, authorizations, instructions, data and notices posted by you or us to and on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you and that you provide to us electronically satisfy any legal requirements that such communications be in writing.

#### Termination of Access

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Site. If we terminate your access to the Site you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site.

#### Disputes

In the event of any dispute or question whatsoever arising between us with respect to these Terms of Use or the effect of these Terms of Use or anything herein contained or the rights duties or liabilities of either party under these Terms of Use or otherwise in connection with the foregoing the matter in dispute shall be settled by reference to a single mediator as agreed between us, or where we are unable to so agree, a mediator appointed by the President of the Jamaican Bar Association and the decision of the mediator shall be final and binding on the parties hereto save and except in the case of manifest error. The mediation shall take place at the Dispute Resolution Foundation in Jamaica and the fees of the mediation shall be paid by the parties hereto in equal shares.

#### Site Policies, Modification, and Severability

Please review our other policies, such as our Privacy Policy, posted on this site, as these policies also govern your visit to the Site. If any of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### Questions

Questions regarding these Terms of Use, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link from any page, or you can email us at: [options@sagicor.com](mailto:options@sagicor.com).

#### Governing Law

These Terms of Use will be governed by and construed in accordance with the laws of Jamaica, and the Courts of Jamaica will have exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.