



TERMS AND CONDITIONS FOR USE OF AME:LITE

July 2015

These Terms and Conditions which you have been provided with relating to your use of the restricted version of Aviva's auto-enrolment manager for employers web-based tool ("AME:Lite") will constitute the legally binding agreement between us. By you or your employees, contractors and/or agents accessing or using AME:Lite and/or receiving any of the Services, you will be deemed to have accepted and agree to follow and be bound by this Agreement.

In this Agreement "Aviva", "we", "us" or "our" shall mean Aviva Life Services UK Limited. References in this Agreement to "you", "your", or "User" shall mean the employer named in the 'Quote and Apply' process for the Company Pension provided by Aviva. You shall be the party to this Agreement other than Aviva, including your employees, contractors or agents who use AME:Lite.

Each party to this Agreement shall make a nominal payment of the sum of £1.00 to the other party in consideration of the obligations under this Agreement.

DEFINITIONS

"Agreement" means these Terms and Conditions;

"Amazon Web Services" Amazon Web Services UK Limited, Patriot Court, 1-9 the Grove, Slough, Berkshire, SL1 1QP Company No. 08650665 or any replacement appointed by Aviva from time to time.

"Aviva Group" the group of companies, including Aviva, for the time being the ultimate parent undertaking of which is Aviva plc (registered in England under number 02468686) or any parent undertaking thereof, or successor thereto, from time to time;

"Aviva Group Company" a member of the Aviva Group;

"Change of Control" in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate; and a Change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it;

"Documentation" means documentation we have provided you with regarding the functionality and use of the Service;

"Effective Date" means the date from which we will allow you access of AME:Lite and provide the Service to you;

"Force Majeure Event" means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, internet failure or disruption, fire, flood, storm or earthquake or disaster but excluding any industrial dispute relating to the User;

"Intellectual Property Rights" all intellectual property rights, including, but not limited to, patents, trade secrets, trade marks, service marks, trade or business names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, domain names, know-how, database rights and semiconductor topography rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country;

"Practice Site" means a trial version of the AME:Lite tool that you may be granted access to prior to the Effective Date.

"Purpose" means the provision and administration of your employee pension scheme arrangements;

"Regulator" means any supervisory or government agency, body or authority having regulatory authority over the Aviva Group Companies' assets, resources or business or over the Services;

"Regulatory Requirements" means all legal and regulatory requirements applicable in relation to the activities of Aviva and the User;

"Service" means access to and use of AME:Lite and the Practice Site as described in more detail in Clause 2;

"Service Provider" means Wipro Limited, a company registered in India with registration number 20800 and whose registered office is at Dodda Kannelli, Sarjapur Road, Bangalore, 560-035 or any replacement appointed by Aviva from time to time;

"Set-up Process" shall have the meaning assigned to it in Clause 2.8.2;

"SunGuard" Sunguard Availability Services (UK) Limited, Unit B Heathrow Corporate Park, Green Lane, Hounslow, Middlesex, England, TW4 6ER, Company No. 02368123 or any

replacement appointed by Aviva from time to time;

“User Data” means the employer and payroll data imported into AME:Lite by the User;

“Virus” means any program or code which may either have any adverse effect on and/or cause or carry out any unwanted action to either party’s IT environment and which shall include but is not limited any virus, worm, trojan horse, dropper or malicious code, such terms to have the meaning generally understood within the computer industry.

1. PRACTICE SITE

- 1.1 Before the Effective Date we may grant you and your authorised employees, contractors and/or agents access to the Practice Site in accordance with this Agreement.
- 1.2 You agree to access and use the Practice Site in accordance with operating instructions.
- 1.3 Under no circumstances shall Aviva be liable for any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by you as a result of failing to use the Practice Site in accordance with the operating instructions. This includes but is not limited to any liability incurred by you as a result of your failing to take account of using real User Data in the Practice Site.
- 1.4 You acknowledge and accept that the Practice Site is not intended to replace or replicate AME:Lite and no reliance should be placed on the Practice Site to perform the functions of AME:Lite.
- 1.5 Any User Data entered into the Practice Site will be deleted after the Effective Date.

2. SERVICE

- 2.1 Subject to these Terms and Conditions, we will provide AME:Lite to you on or after the Effective Date.
- 2.2 We reserve the right to suspend your access to AME:Lite after the Effective Date.
- 2.3 You confirm your consent to the Service being operated on Aviva’s behalf by the Service Provider.
- 2.4 You confirm your consent to the infrastructure of AME:Lite being provided on Aviva’s behalf by SunGard.
- 2.5 You confirm your consent to the infrastructure of the Practice Site being provided on Aviva’s behalf by Amazon Web Services.
- 2.6 You will ensure that you do not use or otherwise deal with AME:Lite and the Practice Site for any purpose other than the Purpose and use it only in accordance with any operating instructions we issue.
- 2.7 Your authorised employees, contractors and/or agents shall be entitled to use the Service. You shall be responsible for all acts and omissions of such employees, contractors and/or agents and will procure

their compliance with all your obligations and conditions under this Agreement. Under no circumstances will anyone other than your authorised employees, contractors and/or agents be entitled to use the Service under your licence.

2.8 The Service shall comprise the following:

- 2.8.1 Access to AME:Lite with all of the functionality outline in Clause 2.9;
 - 2.8.2 Use of AME:Lite with one auto-enrolment group for the administration of your Company Pension provided by Aviva. For the avoidance of doubt, you are not entitled to use AME:Lite for any scheme other than the Company Pension provided by Aviva.
 - 2.8.3 Use of one additional auto-enrolment group is permitted where the use of the second group is solely to facilitate the use of a salary sacrifice arrangement with your employees. The details of the additional auto-enrolment group must be identical to the details of the first auto-enrolment group except where changes are required to facilitate the salary sacrifice arrangement.
 - 2.8.4 A Set-up Process that shall include the creation of a username and password, access to the Practice Site prior to your staging date (where applicable) and access to a user guide and other supporting documentation;
 - 2.8.5 Automatic upgrades to AME:Lite as released from time to time by Aviva. No notice period shall be given for such upgrades and each upgrade shall be compulsory.
- 2.9 AME:Lite shall have the following functionality:
- 2.9.1 The option to record all of your employees’ auto-enrolment status and any defined contribution pension arrangements applicable to you;
 - 2.9.2 Assessment of the User Data to identify the appropriate auto-enrolment status of your workforce and any actions required;
 - 2.9.3 The provision of information required to automatically enrol employees into a relevant pension scheme
 - 2.9.4 Management of postponement periods and the alignment of such periods with your User Data;
 - 2.9.5 The production of communications with employees and pension providers and the production of certificates designed to help meet the requirements of the Regulator;
 - 2.9.6 Storage of relevant data and audit records;
 - 2.9.7 Access to a help system to assist you with your use of AME:Lite.
 - 2.10 Further to the Service as defined in Clause 2.8 and the functionality of AME:Lite as defined in Clause 2.9, Aviva

may make additional services and features available to you from time to time. Such additional services and features shall not form part of the definition of the Service and may be withdrawn at any time. You shall have no contractual entitlement to receive any services or features that are not listed in Clauses 2.8 and 2.9.

3. NO ADVICE

3.1 You acknowledge and accept that:

3.1.1 AME:Lite and the Practice Site are administrative tools and in making them available to you, we are not providing any form of advice or recommendation on which you are able to rely;

3.1.2 You will not place any reliance on the Service regarding its compliance with relevant Regulatory Requirements relating to the Purpose and if you require assistance with such matters you will seek appropriate expert advice;

3.1.3 Aviva provides no warranty or guarantee that your use of the Service will ensure or assist you in complying with any Regulatory Requirements which may apply to you, including but not limited to in relation to the Purpose; and

3.1.4 Aviva is not responsible for any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by you as a result of or in connection with your breach of any Regulatory Requirements relating to the Purpose.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set out in this Agreement, you shall not acquire any right, title or interest in or to the Intellectual Property Rights of Aviva, any Aviva Group Company or their licensors, including but not limited to the Services.

4.2 Aviva shall not acquire any right, title or interest in or to your Intellectual Property Rights.

4.3 We hereby grant you a worldwide, royalty-free, non-exclusive licence to access and use the Service.

4.4 You will not without our express written authority: (a) make any copies of AME:Lite and/or the Practice Site; (b) reverse compile, copy or adapt the whole or any part of AME:Lite and/or the Practice Site; (c) remove or alter any copyright or other proprietary notice of Aviva and/or any other entity appearing in or on AME:Lite or the Practice Site.

4.5 Aviva hereby grants you a worldwide, royalty-free, non-exclusive licence to copy the Documentation for any purpose connected with the use of the Service or that is incidental to the exercise of its rights granted under this Agreement.

4.6 In the event of the termination or expiry of this Agreement, the licence referred to in Clauses 4.3 and 4.5 shall terminate automatically.

5. INDEMNITIES

5.1 You agree to indemnify Aviva from and against any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by Aviva as a result of:

5.1.1 any use of AME:Lite or the Practice Site by you other than as authorised by the terms of this Agreement; and

5.1.2 any damage of any nature caused to AME:Lite or the Practice Site by your actions.

6. LIMITATION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude the liability of either party (a) for death or personal injury caused by its negligence or the negligence of its officers, employees, agents, contractors or subcontractors; (b) for any fraud for fraudulent misrepresentation (including that of its officers, employees, agents, contractors or subcontractors); or (c) for its wilful or deliberate misconduct (including any deliberate repudiatory breach.)

6.2 Subject to Clause 6.1, in the event of any claim or claims by the User against Aviva related to this Agreement (regardless of the basis of the claim), Aviva's aggregate liability shall be limited to a maximum of £100 which both parties agree is fair and reasonable as the maximum limitation in light of the particular facts and circumstances of this Agreement.

6.3 Subject to Clause 6.1, under no circumstances shall Aviva, in any event and regardless of the form of claim be liable for:

6.3.1 loss or damage to the User's records or data; or

6.3.2 any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, business interruption, and loss of income or profits or anticipated savings (whether direct or indirect) irrespective of whether Aviva had an advance notice of the possibility of any such damages.

7. TERM AND TERMINATION

7.1 AME:Lite shall be accessible from the Effective Date and shall continue until it is terminated in accordance with this Agreement.

7.2 You may terminate this Agreement at any time for any reason.

7.3 Aviva may terminate the Service immediately without incurring any liability to you if (a) in Aviva's reasonable opinion, your acts or omissions in relation to your use of the Service are likely to cause damage to the name, brand, goodwill or reputation of Aviva or any member of

Aviva's Group or (b) you undergo a Change of Control.

- 7.4 Subject to Clause 7.3, Aviva may terminate the Service by giving you no less than one month's notice at any time.
- 7.5 Immediately upon the termination of the Service, your access to AME:Lite and our provision of the Service shall cease.
- 7.6 The provisions of this Agreement which are intended or by their nature ought to survive termination shall survive termination or expiry of this Agreement, however and whenever occurring. In particular, Clause 5 (Indemnities) and Clause 14.1 (Confidentiality) shall survive termination of this Agreement.
- 7.7 Termination of this Agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.

8. SUSPENSION OF SERVICE

- 8.1 Notwithstanding any provision to the contrary in this Agreement and in addition to any rights to terminate the Agreement or suspend the Service, Aviva reserves the right to suspend or withdraw your access to the Service without any notice and without incurring any liability in the event of (a) anybody other than you accessing the Service using your log in detail (or Aviva reasonably suspects that to be the case); (b) any material breach of this Agreement by you or any of your employees, contractors or agents; (c) access to or use of the Service becoming adversely comprised by reason of anything done by you or your employees, contractors or agents, including through the intentional or accidental introduction or transmission of a Virus into AME:Lite and/or the Practice Site or (d) any adverse impact to Aviva's reputation by reason of anything done by the User or the User's employees, contractors or agents.
- 8.2 Whilst we will endeavour to give you notice of any scheduled maintenance where possible, you acknowledge that we shall be entitled at any time, at our sole and absolute discretion and without incurring any liability, to amend, suspend or withdraw your access to the Service for (a) any period where Aviva considers it appropriate in order to protect the Service against any actual, suspected or threatened Virus; (b) emergency or unplanned maintenance of, or emergency or unplanned disaster recovery or business continuity work on the Service; (c) any period required to complete necessary IT maintenance to repair any faults or issues affecting the provision or quality of the service; and (d) to accommodate the provision of any IT release or upgrade.

9 YOUR RESPONSIBILITY

- 9.1 You will be responsible for: (a) notifying Aviva as soon as reasonably practicable if you suspect and/or become aware of any unauthorised access to or use of the Service by any person; and (b) taking all necessary steps to prevent any unauthorised access to and/or use of the Service.
- 9.2 You will ensure that the users (a) take all necessary steps to prevent any unauthorised access to and/or use of AME:Lite and the Practice Site; and (b) notify Aviva as soon as reasonably practicable if you or any user suspects or becomes aware of any unauthorised access to or use of AME:Lite and the Practice Site by any person.
- 9.3 AME:Lite and the Practice Site have not been written to meet your individual requirements. It is your responsibility to ensure that AME:Lite and the Practice Site meet your requirements.
- 9.4 You will be solely responsible for ensuring that all Regulatory Requirements are being complied with. Aviva will not be held responsible for any failure to comply with Regulatory Requirements.
- 9.5 You indemnify Aviva from and against any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by Aviva as a result of (a) any use of AME:Lite or the Practice Site by the User other than as authorised by this Agreement; and (b) any damage of any nature caused to AME:Lite or the Practice Site by the actions of the User.

10 PERFORMANCE AND AVAILABILITY

- 10.1 You acknowledge and accept that the performance of the Service may from time to time be adversely affected or impaired for technical or other reasons.
- 11.2 Other than as explicitly set out in this Agreement, Aviva gives no warranty, representation, undertaking or other legal commitment or assurance that (a) the Service will operate without interruption or error or (b) in respect of the Service's functionality, that it is fit for purpose or compatible with your systems.
- 11.3 You will ensure that you are able to accommodate, without notice and at no additional cost to Aviva (a) any IT releases or upgrades provided in order to improve or repair AME:Lite or the Practice Site; and (b) any IT releases or upgrades required in order to ensure that AME:Lite and the Practice Site comply with Regulatory Requirements. At no point are you entitled to refuse to allow or accommodate changes to the Service that are required to comply with Regulatory Requirements

11 USER DATA AND DATA PROTECTION

- 11.1 You are responsible for uploading User Data to the AME:Lite and the Practice Site. You acknowledge that the performance of the Service is dependent on the accuracy of the User Data provided by you and accordingly Aviva shall not be liable for any errors in the outputs and related functions of the Service caused by inaccuracies in the User Data provided by you.
- 11.2 The parties shall observe and comply with all of their respective obligations under the Data Protection Act 1998 in connection with the User's use of AME:Lite and the Practice Site and in performing their respective obligations under this Agreement. With respect to the parties' rights and obligations under this Agreement, the parties agree that the User is the Data Controller and Aviva may from time to time be the Data Processor (as such terms are defined in the Data Protection Act 1998).
- 11.3 You consent to Aviva and the Service Provider storing, copying and using the User Data (a) as necessary for the provision of the Services (b) for the purposes of the monitoring by Aviva of your use of the Service to ensure the appropriate Charges, as set out in the Commercial Terms, are being applied and (c) for the purposes of extracting non-identifying data to be used for trend analysis.
- 11.4 Upon termination of the Agreement and upon your request, we will provide (in a format specified by Aviva) you with a copy of User Data and functions performed by AME:Lite for you following which the User Data may be permanently deleted from AME:Lite.
- 11.5 We will process the User Data only to the extent, and in such manner, as is necessary for the purposes of this Agreement and shall not process the User Data for any other purpose.
- 11.6 We shall comply with any request from you requiring Aviva to amend, transfer or delete the User Data in accordance with the Services Schedule.
- 11.7 If we receive any complaint, notice or communication which relates directly or indirectly to the processing of the User Data or to a party's compliance with any data protection legislation, we shall immediately notify you and shall provide you with full co-operation and assistance in relation to any such complaint, notice or communication.
- 11.8 Aviva shall not and will procure that the Service Provider will not transfer the User Data outside the European Economic Area without the prior consent of the User. If such consent is given, we shall ensure that any such transfer is effected in accordance with all applicable law.

11.9 We shall promptly inform you if any User Data is lost or destroyed, is subject to unlawful processing or becomes damaged, corrupted, or unusable.

11.10 We shall back-up the User Data on AME:Lite and, in the event that any User Data on AME:Lite is lost, destroyed or damaged, we shall, at our expense, restore the User Data on AME:Lite. We shall have no liability to restore (i) any User Data lost, destroyed or damaged as a result of your use of AME:Lite other than in accordance with the terms of this Agreement; or (ii) any data lost, destroyed or damaged arising from the failure of any system other than AME:Lite including the User's payroll systems.

11.11 We shall implement appropriate physical, technical and organisational security measures to protect the User's Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

12 FORCE MAJEURE

Neither you nor Aviva will be liable for any failure or delay in its performance under this Agreement due to a Force Majeure Event provided that the party seeking to claim relief has (a) notified the other party of its intention to claim relief and supplied the other party with a report giving details of the Force Majeure Event as soon as reasonably practicable and (b) taken all practicable steps and continues to take all practicable steps available to rectify the circumstances comprising the Force Majeure Event and to minimise the damage caused thereby.

13 VARIATION

We reserve the right to vary these Terms and Conditions. If the change is to your advantage, we can make the change without giving you notice. We may also make changes without giving you notice if we are simply putting right any mistakes or making some wording clearer. If we make a change to these Terms and Conditions, the new terms will be available on our site at <http://www.aviva.co.uk/adviser/product-literature/view-document.cgi?f=sp57422.pdf>. Please check this page from time to time to take note of any changes we make as they are binding on you.

14 GENERAL

14.1 You will undertake to keep, and procure to be kept confidential, all confidential information belonging to the other and, save where expressly provided for in this Agreement, shall neither disclose nor disseminate the same to any other person nor reproduce it in any form or by any

means without the express prior written consent of the other.

- 14.2 Upon giving written notice to you, Aviva may assign all of its rights and delegate all of its duties hereunder to a corporation acquiring, or taking an interest in, at least that portion of its business, patents and properties to which these terms relate, or to any corporate successor by way of merger, consolidation or reorganisation, provided that the assignee first delivers to you a reasonable and adequate written statement that the assignee assumes all of Aviva's obligations in respect of this Agreement and Aviva remains liable for any breach of its or the assignee's obligations. In addition, Aviva may assign all of its rights and delegate all of its duties hereunder to any other Aviva Group Company.
- 14.3 You may not assign or transfer any of your rights or delegate any of your duties under this Agreement without the prior written consent of Aviva.
- 14.4 Failure or omission by a party to require strict or timely compliance with any provision of this Agreement will not affect any right of that party to remedies it may have in respect of any breach of a provision.
- 14.5 These Terms and Conditions for use of the AME Service constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces, and no reliance will be placed upon, any prior or contemporaneous proposals, representations, discussions, obligations of any nature, duties, draft or proposed written contracts, letters of intent, understanding or agreements, whether written or oral and whether express or implied, regarding such subject matter.
- 14.6 The relationship between Aviva and the User is that of independent contractors. Neither party will, as a result of this Agreement, become an employee or agent or partner of the other party.
- 14.7 If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be deemed to be severed from this Agreement only to the extent of such determination, and where permitted by such determination, and the remaining provisions of this Agreement will not be affected and will remain valid and enforceable.
- 14.8 This Agreement confers certain rights on other Aviva Group Companies and Aviva shall be entitled to enforce such rights on behalf of such Aviva Group Companies. Any losses suffered by other such Aviva Group Companies will be deemed to be losses suffered by Aviva for the purposes of this Agreement and Aviva shall be entitled to recover such losses on behalf

of such Aviva Group Companies. Save for the rights conferred on other Aviva Group Companies referred to above, you agree that nothing in this Agreement shall confer or purport to confer or operate to give any third party any benefit or any right to enforce any part of this Agreement.

- 14.9 All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address, detailed for the party set out in the Commercial Terms.
- 14.10 The construction, validity and performance of this Agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

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