

TERMS & CONDITIONS FOR 'MY ONLINE SERVICES'

Irish Life Assurance plc

Important legal notice: Please read the following terms and conditions carefully. Access to and use of 'My Online Services' is subject to these terms and conditions. If you do not accept these, please do not register for 'My Online Services'.

INTRODUCTION

These terms and conditions (referred to as 'on-line terms and conditions') govern your use of 'My Online Services'. They operate in conjunction with the contract we have with you regarding your plan(s). That contract is made up of:

- For each plan:
 - the plan we provide to you;
 - the schedule for the plan;
 - our plan terms and conditions;
 - your application form;
 - the detailed fund rules; and
 - any extra rules we may add in the future.

Together these are known as the 'plan terms'. If we need to amend how we provide these on-line Services, we can amend the plan terms to the same extent.

DEFINITIONS

Plan terms have the same meaning in these On-Line Services terms. The following words also have the following meanings:

- **Plan** - the insurance contract between you and us.
- **Self-Service ID (SSID)** - the unique self-service ID issued to you and used as part of the login process to 'My Online Services'
- **User ID** – the chosen email address, chosen by you on registration of your details as a first time user of 'My Online Services'
- **Personal Security Details** - those personal security details and features you need in order to access and use 'My Online Services'
- **'My Online Services'** - the various self-service features and functions available through the 'My Online Services' website.
- **'My Online Services'** website - the website from which you can access our on-line service and which is currently available at:

- www.myonlineservices.ie
- www.irishlife.ie/myonlineservices
- We, us, our - Irish Life Assurance Plc
- You, your - the person who has registered for 'My Online Services'.

ACCESS TO AND USING MY ONLINE SERVICE

You may access and use 'My Online Services' as soon as you complete the registration process.

Your right to access and use 'My Online Services' is personal to you so you cannot transfer it. You must follow the instructions set out on each page of the My Online Services website.

You must pay all costs you run up in accessing and using 'My Online Services', including any telecommunications and equipment costs.

SECURITY

We issue you with a Self-Service ID (SSID) and a temporary password to allow you to register for 'My Online Services'. Once you have registered you must give us one of either your chosen User Id (email address) or the SSID issued to you by us, and any other personal security details when asked to do so, and in the form asked for, each time you access or use 'My Online Services'.

It is your responsibility:

- to keep the SSID and other personal security details secret;
- not to record them in writing; and
- not to keep them in such a way that they would be recognisable or otherwise easy for any other person to get access to.

You will be liable for all access to and use of 'My Online Services' made through or under your SSID or chosen User ID, whether or not you authorised the access or use.

You must tell us immediately if you become aware or suspect that someone else knows your SSID, User ID and/or any other personal security details, or if you believe they are no longer secret. You should phone us on 01 704 1010.

We may have to suspend access to and use of 'My Online Services' through your SSID, User ID or other personal security details if we suspect or believe that someone has misused the services or breached security (or is likely to do so). If this happens, we will tell you as soon as reasonably possible by writing to the most up to date record we have of your address.

You understand that:

- there are certain risks in using the internet; and
- accessing and using on-line services, or sending and receiving e-mail and other communications, cannot be guaranteed to be free from interference by other people or to remain private and confidential.

You agree that you access and use the services, and send or receive e-mail and other communications, at your own risk.

MAKING PAYMENTS ONLINE

You can choose to make premium payments online using our 'Make a payment online' option. This facility can be used to make one or multiple payments on plans that are displayed in your Online Services.

Payments should not be made using a debit or credit card in the name of a third party; the plan owner and card holder name must be the same.

All payment transactions are made through Realex Payments. We do not retain payment information. Realex Payments process your payment by credit or debit card. For more information on Realex Payments please see www.realexpayments.com.

Irish life will pay any payment processing charges so there are no additional charges for Customers using this facility.

REFUNDS

Should you require a refund, or information on a refund, please contact our Customer Service Department on 01 704 1010.

INFORMATION ON FUND AND FUND VALUES

Through 'My Online Services' you can see information about the funds and fund values given to the plan. We give this information in line with the qualifications (for example, switch pending) shown on the 'My Online Services' website at the time of viewing.

The value of the investments may fall as well as rise. As a result, there is no guarantee that the value shown will be accurate at the time you view it. We provide these values for information purposes only so that you can track the value of the plan. You should not use the values to base any investment decision on.

SWITCHING BETWEEN FUNDS

Through 'My Online Services' you can give us instructions on-line for switching some or all of the money invested in a plan from one fund to another. The terms governing switching in the Plan terms also apply to this type of switching in 'My Online Services'.

You irrevocably authorize us to act on all switching instructions we receive through 'My Online Services' through or under your SSID or any other personal security details without us taking any further steps to check them. Our authority to act will continue until we receive a notice that the plan is being assigned (transferred) or that a trust has been created over the plan.

If you have any questions about transactions related to your plans, you should contact us immediately.

However, for joint-life or dual-life plans, in your application form you may have chosen an option relating to 'alteration authority'. If so, and you chose that only one plan owner or both plan owners have to make alterations, you will not be allowed to switch on-line. You will be able to access the value section. If you choose either plan owner as being able to make alterations, you will have the option to switch on-line.

Also, our authority to act will continue until we receive a notice that the plan is being transferred or that a trust has been created over the plan. You agree to be jointly and severally liable with all other people with whom you jointly own the plan for all liabilities and loss arising from any switching instructions you give under the On-Line Service terms.

You acknowledge that:

- switching instructions can only be effective from the time we receive them; and
- there may be delays from the moment of sending switching instructions over the internet and us receiving them.

When we receive a properly carried-out switch instruction, an automatic receipt confirmation of the switch instruction will be displayed on the screen.

The investment prices we use for your switch will be the next available fund price.

We do not charge for this service currently but we reserve the right to charge for this service in the future.

Once we have carried out the switch, we will send you confirmation by post to the most up to date record of your address on our systems.

Due to the nature of property investments, a notice period may be required if you want to cash in or switch property investments.

We reserve the right to amend at any time the rules governing this service.

We reserve the right to withdraw this service in its entirety without prior notice.

We reserve the right to withdraw this service without prior notice and without explanation from particular individuals who we feel are abusing the service - through what we feel is inappropriate or excessive use.

RECORDS

We will keep electronic records of:

- switching instructions we receive;
- other transactions carried out through 'My Online Services';
- any e-mail or other communications we send to you; and
- any e-mail or other communications you send to us.

If there is a dispute relating to these matters, we will use the records we keep to sort out the dispute. You agree that:

- any records or other information we maintain in electronic form concerning these matters can be used in any legal proceedings; and
- they are evidence of the facts contained in them, unless there is evidence to prove otherwise.

You also agree that you will not object to any electronic records or electronic information being used in any proceedings purely because they are in electronic form or because they may not be the best evidence available of the matters they relate to.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

If you fully follow the On-Line Service terms and the limits of liability and exclusions of warranties set out below, we will accept liability for not carrying out a switching instruction or for carrying it out incorrectly. However, in this case our liability will be limited to reinstating your holding in each fund to reflect the switching instruction.

You agree that we will not be liable for any of the following matters or for any of the following types of loss:

- Delays, interruptions, mistakes or failures in 'My Online Services' not within our reasonable control such as a problem with electrical power, a breakdown or any other problem with any equipment, or industrial action or disputes.
- Any loss or damage you suffer as a result of the 'My Online Services' not being available or not working properly.
- Indirect, special, incidental or consequential loss or damage (including loss or damage you suffer as a result of an action brought by another person, and any lost profits or other opportunities) even if that loss or damage was reasonably expected, and even if we had been told about the possibility of you suffering it.
- Input of incorrect card payment details
- Rejection of payment by the payment processor, Realex Payments (www.realexpayments.com)

We will use reasonable skill and care in operating 'My Online Services'. However, we do not make any other warranties to you concerning 'My Online Services'. Also, we only cover what we say in these terms and conditions, unless the law says otherwise.

INDEMNITY

You agree to indemnify us from any loss or damage any person suffers as a result of you breaching these On-Line Service terms.

TERMINATION

We may terminate (end) your right to access and use 'My Online Services' immediately without giving you notice if you breach any of the On-Line Service terms. Also, we may terminate your right to access and use 'My Online Services' if:

- you become bankrupt or insolvent;
- you tell us in writing that you want to terminate your rights of access and use; or
- we tell you in writing that we propose to discontinue 'My Online Services'.

GENERAL

Copyright and Reproduction Notice and Limited License

The information, content, graphics, text, sounds, images, buttons, trademarks, trade names and logos (the 'materials') on the 'My Online Services' website are protected by copyright and other intellectual property laws under national laws and international treaties. You are granted a limited license only for your own personal, non-commercial use to:

- refer to, make a record of or point to any page within the My Online Services website;
- download the materials on the 'My Online Services' website to a single personal computer; and
- print a single hard copy of the materials on the 'My Online Services' website for your own personal reference.

However, all copyright, trademark and other proprietary notices must be left intact. Any other use of the materials in the 'My Online Services' website without our written permission beforehand is strictly prohibited and breaks our proprietary rights.

Trademark Notice

'My Online Services' is one of our trademarks. All other trademarks, service marks, trade names and logos on this On-Line Service website belong to their owners.

No Invitation to Invest

In signing these On-Line Service terms, you acknowledge that we are not giving or offering to give investment advice through the 'My Online Services' website or our overall On-Line

Service. You should not rely on any content or information you receive on or through the 'My Online Services' website or On-Line Service for important personal, financial or business decisions. As a result, you should consult an appropriate professional for advice which is specifically tailored to your particular circumstances. Nothing in the 'My Online Services' website is, or should be treated as, advice or an invitation to invest or otherwise deal in shares or other securities. We believe that any content and information we receive through the 'My Online Services' website is supplied by sources who are reliable. However, calculations made using this information, and opinions on that information, are not guaranteed by these sources, us or any other person or organisation and may not be complete.

Data Protection and Privacy Statement

We and our associated companies follow current data protection legislation and respect your right to privacy.

By agreeing to these On-Line Service terms, filling in the registration instructions and accessing or using 'My Online Services', you will be providing us with personal information. We will use this information in connection with running 'My Online Services', for verification purposes and statistical analysis. We may occasionally email users about our products and services where explicit permission has previously been given. Users can unsubscribe from these communications at any time. We do not sell or share mailing lists with other companies.

Entire Agreement and Alteration

These On-Line Service terms and the plan terms are the entire agreement between us relating to 'My Online Services'. We may alter these On-Line Service terms from time to time. Any alterations will come into force once we have given you notice about them. We may give you notice of alterations by post, e-mail or start-up screens in the 'My Online Services' website.

Terms That Cannot be Enforced

If any part of these On-Line Service terms or the plan terms is held by any court to be invalid or unenforceable in whole or in part, the rest of this agreement will still be in force.

Protecting Our Rights

If we decide not to take action against you because you have breached or not fully followed any part of the On-Line Service terms or the plan terms, we can still take action against you in the future for the same or any other offence.

Law

Irish law applies to these On-Line Service terms and the Irish courts are the only ones that have jurisdiction over any claims or disputes arising out of or in connection with the On-Line Service terms or the 'My Online Services'.