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we recommend you save the form to your desktop
before you start completing the required fields.*

Quilter
International



Quilter International - INSITE

Insite Registration - Terms and Conditions



This document was last updated in December 2020.
Please confirm with your intermediary that this is the most
up-to-date document for your product or servicing needs.



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Part A – Personal Details

Please read the terms and conditions and ensure that you and a director of the brokerage sign the last section of the form.

First Name	<input type="text"/>		
Middle Initial	<input type="text"/>		
Last Name	<input type="text"/>		
Username	<input type="text"/>		
Company Name	<input type="text"/>		
Broker Number(s)	<input type="text"/>		
Company Address	<input type="text"/>		
	<table><tr><td><input type="text"/></td><td><input type="text"/></td></tr></table>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>		
Office Tel. Number(s)	<input type="text"/>		
Office Fax Number(s)	<input type="text"/>		
Email Address(es)	<input type="text"/>		

Please post or courier this application to:

Adviser servicing Helpdesk
Quilter International
PO Box 159
King Edward Road, Onchan
Isle of Man IM99 1NU
British Isles

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

1. **Quilter International Isle of Man Limited** whose registered office is at King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1MU ("Quilter International");
2. _____ whose principal place of business is at _____ ("Intermediary"); and
3. _____, an employee of the Intermediary and authorised by it to access the Service ("User").

WHEREAS:

- a) Quilter International and the Intermediary are parties to an agreement (the "Terms of Business") under which the Intermediary offers for sale Products to Customers in return for commission payments.
- b) Quilter International has developed an information service which provides access to policy information over an extranet (known as Insite). The Intermediary has applied to be granted access to Insite and Quilter International wishes to provide the Intermediary with access in order to facilitate the performance of the Terms of Business.

NOW IT IS AGREED as follows:

1. Definitions

- 1.1 Access Codes** – means: a Unique password; a unique user name; and a registration number for the sole use of and known only to the User which allows the User access to Insite;

Customer – means any person who owns or has made enquiries to the Intermediary in respect of a Product and/or any person who has transferred the servicing of any Product to the Intermediary;

Digital Certificate – means a message device by which e-mails and other electronic messages may be sent in a manner which verifies to the recipient of the message the identity of the sender and that the message has not been tampered with or altered without the sender's authorisation, which is owned by the User and which is required by the User to access the Service;

Electronic Media – means an electronic communication sent via Insite or such other form of electronic means of communication permitted by Quilter International from time to time;

Information – means any information relating to Products owned by Customers or provided by the Customer to the Intermediary and available on Insite from time to time;

Instruction – means an instruction in relation to a transaction that Quilter International has agreed in writing may be sent by Electronic Media;

PICS – means the Personal Information Collection Statement of Quilter International attached as Schedule 1 to this Agreement;

PPS – means the Privacy Policy Statement of Quilter International available on Insite;

Product – means any life assurance product, redemption bond or other authorised investment offered for sale by Quilter International from time to time;

Regulator – means the Isle of Man Financial Services Authority, the Financial Conduct Authority within the UK, the Securities and Futures Commission within Hong Kong, and all other regulatory bodies that regulate business relating to the sale of Products in all jurisdictions in which the Intermediary or the User offer the Products for sale;

Regulations – means any and all regulations, guidance notes, opinions or other advice regarding business relating to the sale of the Products issued by any of the Regulator(s) from time to time;

Registration Form – means the forms for applying to the Service accompanying this Agreement; and

Service – means the right to access and use the services and Information available on Insite and where so authorised transmit Information.



2. The Service

- 2.1 Quilter International has the right to provide the Information on the Service.
- 2.2 Quilter International grants to the Intermediary and the User a non-exclusive and non-transferable licence to access the Service and to use the Information and where so authorised transmit Information by Electronic Media subject to these terms and conditions.
- 2.3 The Information may be merged with other information held by the Intermediary or the User only to the extent that this is necessary in order to provide a Customer with such further information or reports as may be required by him during the ordinary course of business. The Intermediary acknowledges that it is solely responsible for the accuracy of any new information created by it or the User which contains Information and that Quilter International accepts no liability in respect of the accuracy of any such new information.
- 2.4 Neither the Service, the Information or any part of them shall be deemed to constitute an offer or solicitation to sell investments in any jurisdiction.
- 2.5 The Service is issued in the Isle of Man. Quilter International does not make any warranties, express or implied, that the Information, or the availability of the Service or the Information in any particular jurisdiction outside the United Kingdom or the Isle of Man is compliant with the applicable local laws or regulations or that the Service or the Information can be legitimately used outside the United Kingdom or the Isle of Man.
- 2.6 Quilter International accepts no liability for any costs, claims or damages resulting from or relating to the availability of the Information to persons in jurisdictions outside the United Kingdom and Isle of Man or to persons who are nominees of or trustees for, citizens or nationals of other countries.
- 2.7 Insite, the Service and the Information are protected by copyright, database right, unfair extraction right and other intellectual property rights.
- 2.8 The time of receipt or delivery of an instruction or communication sent or received electronically by Quilter International under this Agreement will be determined by the time recorded on Quilter International's system.
- 2.9 **On-line switching or redirection (changing the funds in which units are held, or in which future regular payments are invested)**
- 2.9.1 If the Service User is authorised by the Client and by Quilter International to send switch or redirection instructions electronically to Quilter International, the following terms shall apply:
- a) Instructions to switch or redirect will be treated as received on a particular day if the electronic transaction is completed before the cut-off time notified to the Service User as part of the transaction. Otherwise they will be treated as though received after that day.
 - b) If Quilter International receives an instruction to redirect shortly before a direct debit collection date, Quilter International may defer the redirection until the following collection date.
 - c) If a switch or redirection instruction is deleted electronically before the cut-off time notified as part of the transaction, Quilter International will treat it as though no instruction had ever been received.

Subject to Paragraph 2.9 (c) above, Quilter International will only process the first switch or redirection instruction input into Quilter International's system (whether as a result of an electronic instruction by the Client or the Service User or input by Quilter International as a result of an instruction received by other means of communication) between one cut-off time and the following one unless instructed to do otherwise by the Service User or the Client by fax received by Quilter International prior to the cut-off time.

3. Information Content

- 3.1 Quilter International reserves the right to alter the content, presentation, performance, user facilities and availability of all or any part of the Services at its sole discretion.
- 3.2 Quilter International reserves the right at any time to revoke and/or replace any Access Codes and/or withdraw its consent to the use of the Service or Electronic Media by the Intermediary or the User.
- 3.3 Quilter International does not make any warranties, express or implied, as to the accuracy, adequacy, completeness and quality of the Information or the Services, and shall not accept any liability to the Intermediary or the User resulting from the use of the Information, any such use being at the sole risk of the User. **In particular, any valuation supplied of any Customer's account will not represent a surrender value of that account and, further, does not show the effect that any future charges (including any early withdrawal or encashment charges) will have on that account. Therefore Quilter International recommends that the User consults with Quilter International's policy servicing department to verify any Information supplied prior to advising any Customer in relation to or using any Information.**

- 3.4** Subject to clause 3.3, Quilter International shall use all reasonable endeavours to ensure that the Service and the Information shall be free from computer viruses. However, Quilter International recommends that the Intermediary and the User employ reasonable virus detection and protection measures when accessing the Services or downloading any Information.

4. Obligations on the Intermediary and the User

4.1 The Intermediary and the User:

- 4.1.1 Will not acquire any intellectual property rights in Insite or the Service;
- 4.1.2 Will not grant a sub-licence of their rights under this Agreement;
- 4.1.3 Shall ensure that any Access Codes and Digital Certificates are kept confidential, used properly and not disclosed to any unauthorised person (including for the avoidance of doubt, any unauthorised employee or officer of the Intermediary);
- 4.1.4 Are solely responsible for all activities undertaken under their Access Codes;
- 4.1.5 Shall take all necessary steps to ensure that no Information of any Customer shall be disclosed to any unauthorised person or body (except for any disclosure necessary to comply with any applicable local laws or regulations or a request of any relevant Regulator(s)) but shall remain confidential at all times save in accordance with the terms of this Agreement (to ensure compliance with the relevant Data Protection legislation);
- 4.1.6 Must inform Quilter International immediately if:
- a) either the Intermediary or the User has any reason to believe that any Access Code or Digital Certificate has become known to someone not authorised to use it or if any Access Codes are being or are likely to be used in an unauthorised way (including, but not limited to, where a computer terminal available for use by the User to access the Service is stolen or tampered with);
 - b) the User ceases to be an employee or officer of the Intermediary or ceases to be authorised by the Intermediary to use the Service;

4.2 The Intermediary

- 4.2.1 Will obtain the Customers' written authority to use the Customers' Information on Electronic Media (including the receipt of and the passing of Information between the User and Quilter International) having explained to the Customers the implications of its use and disclosure and where the User is in receipt of Information in a country that is not part of the European Economic Area, then the written authority shall specifically include consent to the transferring of that Customer's data out of the European Economic Area and at Quilter International's request shall provide evidence of the Customers' consent.
- 4.2.2 Is responsible for ensuring:
- a) that no unauthorised access is obtained to any Information;
 - b) that any and all software used on all computer terminals at which the User may access the Service is capable of supporting and does support a minimum of 40-bit encryption;
 - c) that before any computer terminal at which the User may access the Service is sold or otherwise disposed of, the hard disk is reformatted erasing all traces of the Service; and
 - d) the security and proper use of all Access Codes and Digital Certificates;
- 4.2.3 Will inform Quilter International when any authorised Access Codes and/or Digital Certificate requires to be invalidated for any reason;
- 4.2.4 Shall at all times during the course of this Agreement:
- a) satisfy itself before it or the User accesses the Service, that it is lawfully entitled to receive the Information (and, in particular, any document which allows it or the User to apply for any Products using the Services) in the country in which the User is in receipt of the Information. In particular, the Intermediary shall comply with:
 - i) the EU Directive 95/46/ED on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "Directive") together with all applicable implementing legislation or other applicable local laws or regulations relating to the protection of Information in force from time to time; and all applicable Regulations;

and shall, on request from Quilter International , provide evidence of such compliance.

 - ii) maintain such security measures and procedures as are necessary to enable Quilter International to comply with the seventh data protection principle under the Directive;



- 4.2.5 Shall obtain the Customer's prior written consent to any Information which originates in the UK being transferred outside the UK;
- 4.2.6 Agrees to indemnify Quilter International for any liability, loss, claim, expense or demand howsoever arising out of the use or misuse of the Service or the Information or a breach of this Agreement including but not limited to failure to obtain any Customer's consent or the unauthorised use or disclosure of any Password, Digital Certificate or the Information and further agrees to indemnify Quilter International for any liability, loss, claim, expense or demand howsoever arising out of any act or omission by the User in using the Service and/or the Information.

4.3 The User

- 4.3.1 Shall not attempt to discover or use any Access Codes or a Digital Certificate not relevant to the User;
- 4.3.2 Shall not save details of any Access Codes or its Digital Certificate on any software or browser used by it to access the Service;
- 4.3.3 Acknowledges the confidential nature of the Information and that he or she owes a duty of confidence to the Customers;
- 4.3.4 Shall before completing and submitting the Registration Form, read the PICS and PPS; and
- 4.3.5 Shall by completing and submitting the Registration Form, be deemed to have notice of the matters stated in the PICS and PPS and agree to the use of their personal data for the purposes specified.

5. Instructions sent to Quilter International via Insite

- 5.1 Quilter International may rely and act upon any messages or Instructions sent by Electronic Media via Insite which purport to have been given by the User and which are accepted in good faith and without negligence as having been given by a person so authorised;
- 5.2 No Instructions sent to Quilter International by Electronic Media shall be deemed to have been received unless:
 - 5.2.1 Quilter International confirms it has received the Instructions; and
 - 5.2.2 Quilter International has received confirmation from the sender that the confirmation referred to in (a) has been received by it.
- 5.3 Quilter International shall have no liability or responsibility for failure to give effect to any messages or Instructions sent by Electronic Media prior to their receipt by Quilter International or any loss or damage incurred or suffered by the Intermediary, User or Customer in the event of any failure, interruption or delay in performance of any Instructions resulting from breakdown, failure or malfunction of any telecommunications or computer service or system or from any other event or circumstance whatsoever not reasonably with Quilter International 's control;
- 5.4 Shall in no event be liable for any indirect, special, incidental, punitive or consequential losses or damages (including third party claims, loss of profits, revenue or goodwill) suffered by the Intermediary or any third party howsoever caused (including any loss or damage suffered by the Intermediary as a result of an action brought by a third party) arising in relation to the Service (including any errors, inaccuracies or omissions in the Information or any faults, interruptions or delays in connection with the Service) or any transaction made in reliance on the Information or in connection with the Service.

6. General

- 6.1 Nothing in this Agreement shall be taken so as to exclude or limit Quilter International 's liability to the Intermediary for death or personal injury.
- 6.2 The obligations of confidentiality, disclaimers, indemnities and exclusions contained within this Agreement shall survive its termination.
- 6.3 All notices which are required to be give under this Agreement shall be in writing and shall be sent to:

For Quilter International:
Adviser servicing Helpdesk
Quilter International
King Edward Bay House
PO Box 159
King Edward Road, Onchan
Isle of Man, IM99 1NU
British Isles

Any such notice may be delivered personally, by first class pre-paid letter, facsimile transmission and shall be deemed to have been served, if by hand, when delivered, if by first class post, the second business day after posting, if by facsimile, when received in full.



- 6.4** These terms represent the entire Agreement between the parties relating to the Service.
- 6.5** Delay or failure by Quilter International to enforce these terms shall not constitute a waiver by the Company of its rights and remedies.
- 6.6** Quilter International reserves the right to amend this Agreement at its sole discretion. Reasonable notice of any intended amendments will be given to the Intermediary and, if appropriate, the User.
- 6.7** Either Quilter International or the Intermediary may terminate this Agreement by giving 7 days notice in writing to the other.
- 6.8** If the Intermediary:
 - 6.8.1 is in breach of this Agreement; or
 - 6.8.2 is, in the reasonable opinion of Quilter International, in breach of any generally accepted guidelines on internet usage and etiquette (including, but not limited to, restrictions on pirating or copying software or attempts to violate security); or
 - 6.8.3 ceases to be authorised by Quilter International and/or its relevant Regulator(s) to offer Products for sale; or
 - 6.8.4 has insolvency proceedings raised against it, makes an arrangement with its creditors or has a receiver or other administrator appointed to manage its affairs, goes into liquidation or ceases, or threatens to cease, to carry on business;
 then Quilter International may terminate this Agreement forthwith with no further obligation owed to the Intermediary.
- 6.9** If any part of this Agreement is held to be invalid or unenforceable the validity or enforceability of the remainder will not be affected.
- 6.10** This Agreement shall be governed by and construed in accordance with Isle of Man law and the parties submit to the non-exclusive jurisdiction of the Isle of Man Courts.

If I need to obtain a copy of my personal data or have it corrected, I can write to Quilter International at the following address:

Adviser servicing Helpdesk
 King Edward Bay House
 King Edward Road
 Onchan
 Isle of Man
 IM99 1NU

SIGNED by
 (for Quilter International Isle of Man Limited)

Date

SIGNED by
 (Authorised signatory) Authorised signatory

Authorised Signatory Name
 (BLOCK CAPITALS please)

For Company name

Date

SIGNED by
 (User)

User

Date



Part B – Schedule 1

7. Personal Information Collection Statement

7.1 I explicitly consent that any personal information (personal data) collected or held by Quilter International Isle of Man Limited (Quilter International) (whether contained in the Registration Form or obtained otherwise) is provided and may be held, used or processed and/or disclosed to enable Quilter International to:

- 7.1.1 fully and fairly process my Registration Form to access Insite and to provide me with the Services, and in the course of and/or for the purpose of so doing, and/or to facilitate the processing of my Registration Form the personal data may be transferred or disclosed to Quilter International 's Head Office in the Isle of Man and any person under a duty of confidentiality with the Company including the Utmost Group of Companies which has undertaken to keep such personal data confidential.
- 7.1.2 provide me with information about other Quilter International products or services from time to time and communicate with me, whether directly or indirectly, for any purposes.
- 7.1.3 disclose any personal data where Quilter International has an obligation to make such disclosure under the requirements of any law binding Quilter International.

I understand that I may refuse to provide personal data as requested in the Registration Form or otherwise, but such refusal, or the provision of inaccurate personal data may result in Quilter International being unable to or refusing to process my Registration Form to access Insite.

I understand that I have the right to check whether Quilter International holds data about me and that, if so, I have a right of access to my personal data and I can require Quilter International to correct any inaccurate personal data, but I may be required to pay Quilter International a reasonable fee in order to supply my personal data.

www.quilterinternational.com

Quilter International
King Edward Bay House
King Edward Road
Onchan
Isle of Man
IM99 1NU
T +44 (0)1624 655 555
F +44 (0)1624 611 715

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