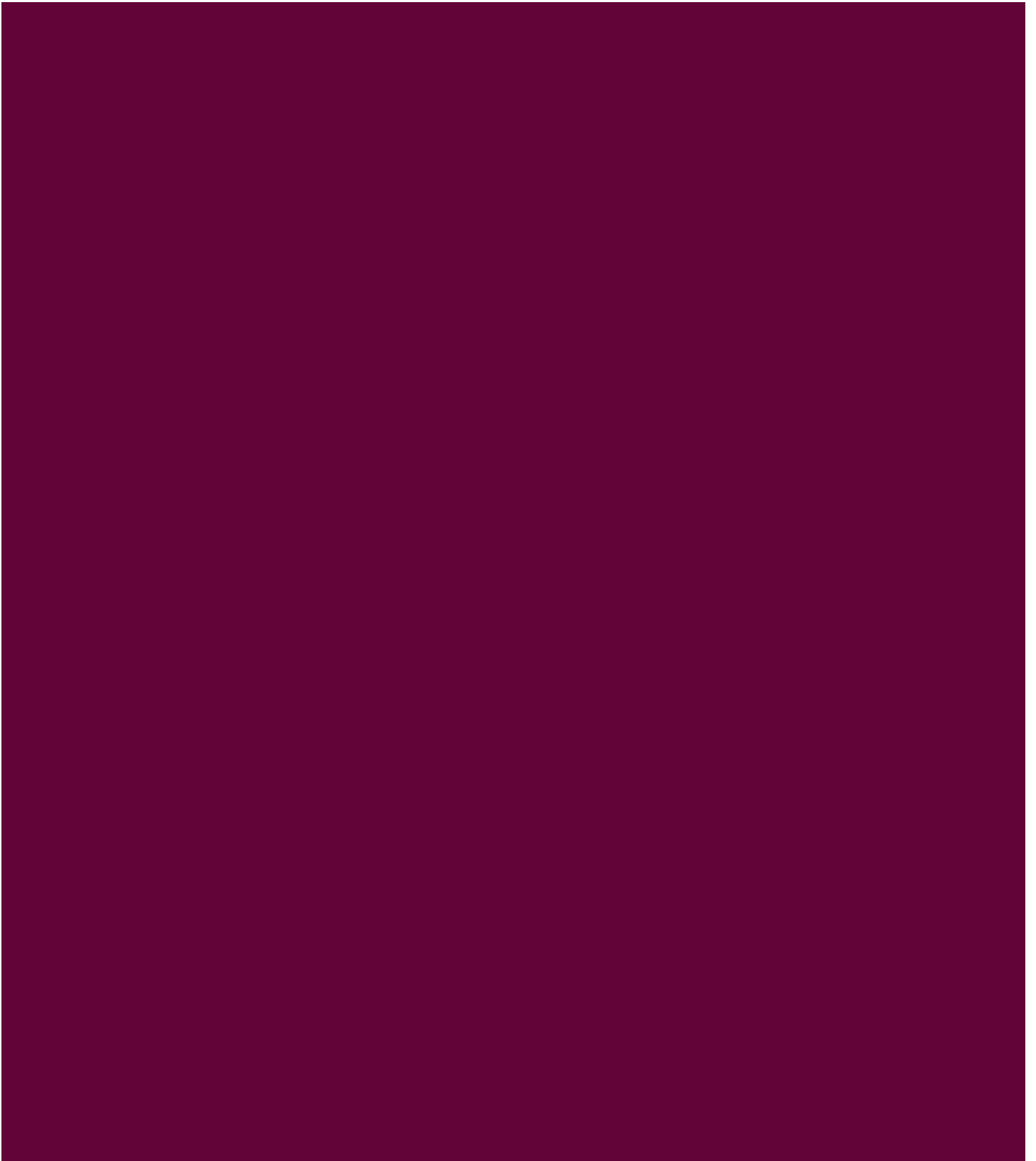


# ELECTRONIC ACCESS AGREEMENT

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FOR PHOENIX WEALTH PENSION FUNDS ONLY PLANS



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# INSTRUCTIONS

## **Electronic Access Agreement**

By entering into this Electronic Access Agreement you will be able to register for Phoenix Wealth's Online services.

The Electronic Access Agreement should only be entered into by a Company, Partnership or Sole Trader who is an Appointed Representative of a Network. Appointed Representatives of the Network must enter into a standalone Electronic Access Agreement as the Appointed Representative will be responsible for obtaining online access for itself and its employees. Appointed Representatives will only be given Electronic Access when their Network has consented to Electronic Access being given to its members. If you are an Appointed Representative you should contact your Network to ascertain whether such consent has been granted.

## **Completing the Agreement**

If you want access to our Online services you must sign and return the Electronic Access Notification Form.

You can return this form by scanning and emailing, or printing and posting, to the address on the last page.

**You are liable for keeping your own copy of the Electronic Access Agreement.**

## **Registering to use Online services**

Once we confirm we've received the signed Electronic Access Notification Form, your employees will need to register to use our Online services through the 'Online services' section at [www.phoenixwealth.co.uk](http://www.phoenixwealth.co.uk).

You'll normally have online access within 48 hours of registering.

### **Please read and retain for future reference**

These Terms of Business and Electronic Access Agreement are for advisers and their users only and should not be distributed to or relied upon by retail clients or any other parties.

# ELECTRONIC ACCESS NOTIFICATION FORM

## Super Admin

A Super Admin can grant colleagues either 'Read only', 'Update' or 'Super Admin' access:

- 'Read only' - view client policy details and use the 'My requests' tab within online services to place policy change and information requests straight into our work queue.
- 'Update' – all the above and carry out fund switches and new fund redirections.
- 'Super admin' – all the above as well as access adviser charge statements online, and amend other users' access rights.

There is no limit to the number of Super Admin users a firm can have.

<b>Full registered name of Firm</b>	
<b>Main business address of Firm</b> (inc postcode)	
<b>Nominated Super Admin</b>	
<b>Email address</b>	

Once we confirm we've received the signed Electronic Access Notification Form, your employees will need to register to use our Online services through the 'Online services' section at [www.phoenixwealth.co.uk](http://www.phoenixwealth.co.uk).

You'll normally have online access within 48 hours of registering.

## Declaration

Persons signing this Electronic Access Notification Form should ensure they are properly authorised to sign on behalf of the Firm. Any change of name or status of the Firm should be notified to us immediately.

Signature:

Date:

 /  / 

<b>Name</b>	
<b>Role</b>	

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# ELECTRONIC ACCESS AGREEMENT

## Supplemental to Terms of Business

### 1. STATUS OF THE AGREEMENT

- 1.1 This Agreement is in addition to and supplemental to and shall form a single agreement with the Terms of Business. Any terms not defined in this Agreement shall be construed as having the meanings given in the Terms of Business unless the context requires otherwise. In the event of any conflict between this Agreement and the Terms of Business, the terms of this Agreement shall prevail.
- 1.2 This Agreement specifically relates to the provision of Electronic Access to the Firm (and such employees of the Firm who require Electronic Access who for the purpose of this Agreement shall be known as Authorised Employees), being access to the services provided by Phoenix Wealth on its websites from time to time but excludes access by Firms and their employees to the general adviser website which can be accessed by registration directly on the Phoenix Wealth website. For the avoidance of doubt Authorised Employees do not include Appointed Representatives of Network Firms.

### 2. ELECTRONIC ACCESS

- 2.1 Phoenix Wealth grants Electronic Access to the Firm limited to the servicing section of Phoenix Wealth's website as it shall authorise from time to time.
- 2.2 In order to gain Electronic Access, the Firm has entered into the Terms of Business of which this Agreement forms part.
- 2.3 In order that the Authorised Employees of the Firm may obtain Electronic Access, they must first register on the Phoenix Wealth website.
- 2.4 Phoenix Wealth shall provide the Firm's Authorised Employees with a log-in code, password, chip and pin number, digital certificate or such other security details in use by Phoenix Wealth at the relevant time ("the Security Details") to enable them to gain Electronic Access. The Security Details will be sent by an appropriate secure communications mechanism, or any other method that Phoenix Wealth deems appropriate. Prior to gaining initial access to any of the tools on the website the Authorised Employee will be asked to agree to comply with Phoenix Wealth's standard terms of use by means of an electronic page. Access will not be granted until such agreement has been obtained.
- 2.5 The Firm shall ensure that any Security Details issued to it or to its Authorised Employees, shall remain confidential at all times and shall only be used as authorised and directed by Phoenix Wealth. Phoenix Wealth reserves the right, as a condition of supplying the Firm and its Authorised Employees with the

Security Details to review with the Firm the manner in which it proposes to store, protect and gain or share access to the Security Details for the purpose of gaining Electronic Access. The Firm undertakes to implement properly and promptly any reasonable request by Phoenix Wealth for a change or addition to that manner.

- 2.6 The Firm shall be liable for all access to the Electronic Access and subsequent usage that is gained by the use of the Security Details issued to it by Phoenix Wealth whether the usage is authorised by the Firm or not.
- 2.7 The Firm undertakes that it shall notify Phoenix Wealth in the event that an Authorised Employee's access to the Electronic Access ceases to be authorised by the Firm by virtue of his leaving the employment of the Firm or for any other reason whatsoever. Upon receipt of such notification, Phoenix Wealth shall deactivate the Authorised Employee's secure profile. Phoenix Wealth shall not be liable for any losses, costs or damage to the Firm or its Clients that may be incurred as a result of any unauthorised use of the Electronic Access prior to receipt of such notification.

### 3. USE OF ELECTRONIC ACCESS

- 3.1 The Firm agrees:
  - 3.1.1 to use the Electronic Access only for its internal and proper business purposes and not to use it in the operation of any services in respect of any third party except with Phoenix Wealth's prior written agreement and
  - 3.1.2 to comply with all laws, rules, regulations and duties applicable to its use of the Electronic Access and
  - 3.1.3 to notify Phoenix Wealth immediately that it becomes aware of any unauthorised use of the Electronic Access or any other breach of security and
  - 3.1.4 not to modify or enhance, copy, distribute, disassemble, reverse engineer or decompile (whether for error correction or any other reason) any software, text, graphics, file, scripts or other content or materials forming part of the Electronic Access without obtaining Phoenix Wealth's prior written consent and
  - 3.1.5 not to remove any proprietary notice included in the Electronic Access or on any media comprised in/or renewed via the Electronic Access or documentation provided by Phoenix Wealth to the Firm.

## **4. CONFIDENTIALITY**

- 4.1 The Firm shall keep confidential at all times information relating to the Electronic Access and any software, text, graphics, files, scripts or other content or materials, any database and any proprietary data, processes, information and documentation made available to the Firm, other than that which is or becomes part of the public domain, ("Confidential Information"). The Firm shall be permitted to disclose Confidential Information to any person with the prior written consent of Phoenix Wealth or to the extent required by law, any applicable regulation or any binding judgement, order or requirement of any court or other competent authority.
- 4.2 The Firm shall procure that its Authorised Employees shall comply at all times with the terms of Clause 4.1.

## **5. SUSPENSION AND TERMINATION**

- 5.1 Phoenix Wealth has the right to suspend or withdraw, whether permanently or temporarily, the Electronic Access at any time if the Firm is in breach of any term of the Terms of Business or this Agreement.
- 5.2 This Agreement will terminate upon any party giving one month's written notice of termination to the other parties.
- 5.3 This Agreement will terminate automatically upon the termination (for whatever reason) of the Terms of Business.

## **6. LIABILITY**

- 6.1 Without limiting the provisions of the Terms of Business, Phoenix Wealth shall not be liable to the Firm for any loss that the Firm suffers as a result of any delay or defect in or failure of the whole or any part of (or any combination of) the Firm's computer systems or the Internet.
- 6.2 Subject to Clauses 6.1, 6.3 and 6.4 Phoenix Wealth shall be liable for loss and damage incurred by the Firm only to the extent that such loss or damage arises as a direct result of Phoenix Wealth's negligence.
- 6.3 In no event shall Phoenix Wealth be liable for any special, indirect or consequential damages including, without limitation, loss of business, loss of profit, loss or corruption of data, or wasted management time, which may be incurred or experienced as a result of the use, inability to use or reliance on the Electronic Access or any information within the servicing section of Phoenix Wealth's website. Any limitations or restrictions on the liability of any party to this Agreement shall not apply to any liability for fraud, death or for personal injury resulting from negligence.
- 6.4 Except as set out in this Agreement, all conditions, warranties and representations whether express or implied by statute, common law or otherwise, in relation to the Electronic Access are excluded.
- 6.5 Phoenix Wealth's entire liability shall be limited, in respect of each event or each series of events, to £5 million pounds sterling.
- 6.6 Nothing contained in this Agreement shall be construed as limiting or excluding any rights which any party has under the Act or the FCA Handbook (or any successor legislation or rules).

## **7. INDEMNITY**

- 7.1 The Firm will make reasonable endeavours to try to prevent introducing computer viruses, worms, software, bombs or similar items into Phoenix Wealth's website. Phoenix Wealth will take reasonable precautions to prevent the introduction of such items to its website.
- 7.2 The Firm shall indemnify, protect and hold Phoenix Wealth harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs including legal fees resulting from or arising out of any act or omission by the Firm or the Authorised Employee's use of the Electronic Access or access by any other person obtaining access to the Electronic Access through the Firm.

## **8. INTELLECTUAL PROPERTY**

The Firm acknowledges that all Intellectual Property rights contained in the Electronic Access and the content of the websites it accesses and Phoenix Wealth's products belong to Phoenix Wealth, or are validly licensed by it and will indemnify Phoenix Wealth against any losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs including legal fees resulting from or arising out of any act or omission by the Firm or its Authorised Employees that infringes these rights.

## **9. DATA PROTECTION**

Each party will ensure that, in relation to any personal data provided or accessed through the Electronic Access, the provision and use of such data will comply with the General Data Protection Regulation (2016/679) and Data Protection Act 2018 (as amended from time to time) and any other applicable data protection law or regulation. Phoenix Wealth will only use personal data as set out at [www.phoenixwealth.co.uk/how-we-use-your-personal-information/](http://www.phoenixwealth.co.uk/how-we-use-your-personal-information/)

## **10. FORCE MAJEURE**

No party shall be liable to the other parties for any failure to fulfil its obligations under this Agreement insofar as the performance of such obligation is prevented by circumstances or events beyond the reasonable control of that party (including without limitation any act of God, strike, lockout or other form of industrial action (except by employees of the party in question or its assigns or subcontractors), accidents, fires, explosion, failure of equipment or machinery (except equipment or machinery of the party in question or its assigns or subcontractors), delays in transportations, war, civil commotions, riots, sabotage, applicable legislation and regulations thereunder and interruptions by government).

## CONTACT US

If you want more information about Phoenix Wealth please:

Call us on **0345 129 9993**

Available 8.30am – 5.30pm, Monday to Friday. As part of our commitment to quality service and security, telephone calls may be recorded.

Email us at

**customerservices@phoenixwealth.co.uk**

Please be aware that emails are not secure as they can be intercepted, so think carefully before sharing personal or confidential information in this way.

Visit us here **phoenixwealth.co.uk**

Write to us at

Phoenix Wealth, Unit Linked Life & Pensions, PO Box 1393, Peterborough, PE2 2TP.

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