

## Terms of Use of PRUServices

Please read the following terms and conditions carefully. By accessing PRUServices, you agree to be bound by these terms and conditions:

1. Through PRUServices, Pru Life UK is making available to you (as policyowner) services through the facilities of the internet which allow you to access and view your Pru Life UK policy information, benefits, and policy contract, and to gain the benefit of other services and transactional capabilities which Pru Life UK may make available online from time to time to its policyowners. If you are the beneficiary of an insurance policy, you will be able to view information on the policy in which you were designated as a beneficiary. You agree to use PRUServices only in accordance with and as authorized by these Terms of Use and through the use of your Pulse ID and password.
2. **Jurisdiction.** Pru Life UK is not offering any life insurance product to or soliciting any business from any person outside the Philippines. PRUServices is available for use only by persons within the Philippines. Pru Life UK has included technical detection controls to ensure that purchases and transactions are made within the Philippines.

These Terms of Use shall be interpreted and governed by the laws of the Republic of the Philippines. You agree to submit to the sole and exclusive jurisdiction of the courts of Taguig City, Metro Manila, Philippines with respect to any legal proceeding which may be initiated in connection with this Agreement.

3. You shall be the only authorized user of PRUServices under these Terms of Use. You shall be responsible for the security, confidentiality and use of your Pulse ID, password and any other security data, methods and devices. You understand that any person with knowledge of your Pulse ID and password will have the ability to access your policy information in PRUServices and, if applicable, request certain transactions on those policies.

If you suspect or know that the security of your Pulse ID and password has been compromised, you must notify Pru Life UK immediately through any of the contact channels provided below. You may also request for a change in password within the Pulse app.

4. If you suspect that a security breach may have occurred and/or online transactions may have been fraudulently accessed or requested, you must immediately notify the Pru Customer Action Team at any of the contact channels provided below. You must immediately notify Pru Life UK if there are errors or discrepancies in your policy information, statements or transaction history.

When notifying us of possible security breaches, please include your:

- a. Name and Pulse ID;
- b. Date and time of unauthorized access;
- c. Description of security breach or fraud; and
- d. Description of error that has occurred.

If you fail to immediately notify Pru Life UK when any of the above incidents occurs, neither Pru Life UK nor any of its employees, affiliates, or subsidiaries, will have any responsibility or liability to you arising from your failure to notify Pru Life UK in a timely manner. You accept full responsibility for the monitoring of your PRUServices account.

5. Pru Life UK is entitled to, but not obliged to, rely on all instructions and transactions carried out under your Pulse ID and password. Instructions to Pru Life UK given under your Pulse ID and password are irrevocable and binding upon transmission notwithstanding that they may be unauthorized, given in error, forged, or fraudulent. All instructions, transactions, requests and applications are subject to the approval of Pru Life UK. By making use of PRUServices, you are certifying that all statements, answers, and information you provide are true, complete, accurate, and correct. You agree that Pru Life UK shall not be under any duty to inquire as to the authority or propriety of any instructions you give to Pru Life UK and that Pru Life UK is entitled to act upon any such instructions.
6. To the extent applicable, applications made through PRUServices shall be subject to all laws, regulations, resolutions and guidelines on financial underwriting, anti-money laundering, counter terrorist financing and financial and economic sanctions regimes ("Issuances"). In the event that Pru Life UK is unable to comply with such Issuances, including the relevant Customer Due Diligence ("CDD") measures as required under the Anti-Money Laundering Act, as amended, due to any act or omission on your part, Pru Life UK may (i) disapprove this application; (ii) apply measures to restrict the services available or prohibit any further transactions on the Policy; and (iii) in case such measures are unsuccessful, terminate the business relationship. In the event of termination, any refund of premiums or payment of withdrawal value shall be subject to the terms of the Policy. You are bound by obligations set out in relevant United Nations Security Council Resolutions relating to the prevention and suppression of proliferation financing of weapons of mass destruction, including the freezing and unfreezing actions as well as prohibitions from conducting transactions with designated persons and entities
7. You agree that you shall not use or disclose any material and/or information on PRUServices other than to access and use the information and services provided through PRUServices. You must not reproduce, sell, license, transmit, disseminate, publish, broadcast, circulate, assign, rent, decompile, reverse engineer, modify, translate, compile, commercially exploit, or in any way whatsoever, allow any third party access to your PRUServices account, Pulse ID or password, or the material and information provided to you by Pru Life UK via PRUServices, or use the same for any unauthorized or unlawful purpose.
8. You agree to be liable for any and all charges and expenses incurred in connection with the use of PRUServices by you or any person authorized by you through the use of your Pulse ID and password.
9. You agree that Pru Life UK may, in whole or in part, at any time, upon prior notice, amend, modify, change or terminate these Terms of Use. Pru Life UK will notify you of any changes in these Terms of Use and these changes will be effective immediately upon notification. Your continued use of PRUServices after any such changes have been made shall be construed as your consent to any and all amendments, modifications or changes applied hereto. Please

refer to this page periodically to familiarize yourself with the current version of these Terms of Use.

10. You agree that Pru Life UK may immediately terminate its services in relation to PRU Services if you breach these Terms of Use or if you have jeopardized the proper and efficient operation of its services. Your unauthorized use of PRU Services shall result in the automatic termination of these Terms of Use and your right to use PRU Services. Pru Life UK will not be liable for any loss incurred as a result of its termination of these Terms of Use or your right to use PRU Services at any time, whether with or without cause or notice. Further, Pru Life UK will not be liable for any loss incurred as a result of any limits on access to features or other restrictions on your access to parts or all of PRU Services whether with or without notice.
11. You acknowledge that you have read the Security and Privacy Notice of Pru Life UK at <https://www.prulifeuk.com.ph/en/footer/privacy-policy/> and consent and agree to those terms. You understand that the Security and Privacy Notice likewise applies to PRU Services.
12. You acknowledge and agree that the use and storage of your policy and any personal information, including without limitation your account information transaction activity, and any other information available through PRU Services, is at your sole risk and responsibility.
13. Pru Life UK does not make any representation or warranties express or implied including without limitation any implied warranties of merchantability or fitness for a particular purpose in respect of PRU Services.
14. PRU Services utilizes internet services to transfer data and/or communications and Pru Life UK will take reasonable security precautions in connection therewith, but Pru Life UK disclaims any liability for interception of any such data or communications. You agree that Pru Life UK shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of internet or network services. Pru Life UK will not be liable for any loss or damage whatsoever and howsoever occasioned whether or not arising from or in connection with any defect in or access or use of PRU Services including any direct, indirect, actual, moral, nominal, temperate, liquidated, exemplary, consequential, punitive, economic or special losses and damages (including without limitation, loss of profit or interest), and including (but not limited to) the following:
  - a. any loss arising from Pru Life UK acting on instructions you have issued, but which, in fact, was an unauthorized use of PRU Services;
  - b. your reliance on the information provided as part, or by means, of PRU Services;
  - c. any failure by you to follow the most updated instructions and procedures for using the services offered on PRU Services;
  - d. any loss associated with system failures, processing errors, software defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, viruses, Trojan horses, time bombs, trapdoors or other fraudulent actions and inadequate recovery capabilities which arise despite Pru Life UK's use of reasonable security precautions;
  - e. any damage caused by communications line failure, unauthorized access, theft, systems failure, and any other occurrences beyond the control of Pru Life UK. You

agree to provide all equipment and facilities necessary to access PRUServices and will be solely responsible for paying all charges related thereto.

- f. any disclosure of any information to third parties arising as a result of your fault or negligence;
- g. any cessation or interruption of the availability or operation of PRUServices;
- h. any act or omission on your part which constitutes a violation of data privacy laws and regulations; or
- i. any breach of Pru Life UK's obligations or duties to you caused by or arising from any one or more of the events or matters set out in any or more of the foregoing subparagraphs of this clause 14.

This limitation of liability will apply to the fullest extent permitted by applicable law.

15. Pru Life UK is the owner of PRUServices and of the trade and service marks displayed on PRUServices. These trade and service marks may only be used or reproduced with prior written consent from Pru Life UK and may not be used in connection with any product or service that is not Pru Life UK's in any manner or that disparages or discredits Pru Life UK. All other trade and service marks that appear on PRUServices are the property of their respective owners, who may or may not be affiliated with or connected to Pru Life UK. PRUServices is protected by copyright as a collective work and/or compilation, pursuant to international copyright laws and international conventions and is the exclusive property of Pru Life UK. The contents of PRUServices are only for your personal, non-commercial internal use. All materials contained in PRUServices (such as text, graphics, logos, buttons, icons, images, audio clips, digital downloads, data compilations and software) are protected by copyright, and are owned or controlled by Pru Life UK or the party credited as the provider of such materials. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any such materials on PRUServices.
16. You recognize that your use of PRUServices may involve transmission of information to or from you that may be considered personal financial information. You consent to the transmission by electronic means of such information through PRUServices; such consent shall be effective at all times that you use PRUServices.
17. **Payments.** Pru Life UK uses third-party payment processors to handle secure payment and is not responsible nor will be held liable for any acts or omissions of such third-party payment processors.

When you purchase an insurance policy or apply for an additional rider, top-up, or other transaction that may require the payment of premiums or charges, you may need to supply Pru Life UK or a third-party payment provider payment details and any additional information required to complete the purchase or application, including but not limited to your credit card number, the expiration date of your credit card, mobile wallet/e-money account information, and your address and contact information for billing and delivery (such information, "Payment Information"). Pru Life UK does not store any such Payment Information. You are aware that online payment transactions are subject to validation checks by the third-party payment provider and your card or mobile wallet/e-money issuer, and Pru Life UK is not responsible if your card or mobile wallet/e-money issuer declines to authorize payment for any reason. You represent and warrant that you have the legal right to use all payment

methods represented by any such Payment Information and that, for credit card or debit card payments, the card is in your name and you are the principal cardholder. For payments made through mobile wallet, you represent and warrant that the mobile wallet which you will use is your own and that there are enough funds to cover your payment.

The amounts due and payable by you for your purchase of the insurance policy or application will be presented to you before you complete the transaction. If you choose to purchase an insurance policy or to apply for an additional rider, top-up, or other transaction that may require the payment of premiums or charges, you authorize Pru Life UK to provide your Payment Information to third party payment providers to complete the transaction and agree (a) to pay the applicable premium or charges and other fees and taxes (if any); (b) that Pru Life UK may charge your credit card, debit card, mobile wallet or other third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store or Google Play) where PRU Services is made available (each, an "App Provider"), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your purchase.

You will receive a receipt of payment once payment is completed. Your premium payment or other payment is not binding on Pru Life UK until accepted and confirmed by Pru Life UK and the corresponding insurance policy or application is issued or approved. All payments made are non-refundable and non-transferable, except if you exercise your right to the free-look or cooling-off period, if such a period is provided under the insurance policy.

If you exercise your right to the free-look or cooling off period (if applicable), you may do so by notifying Pru Life UK through PRU Services within the free-look or cooling-off period. Pru Life UK will refund the premium you paid in full upon completion of the processing of your cancellation request. This will ordinarily take 3-5 business days from the date that Pru Life UK received the request, but it could take longer due to extraordinary circumstances or the requirements or procedure of the third-party payment provider. In case of credit or debit card payment or payment by mobile wallet, the refund will be effected by reversing the credit or debit card or mobile wallet charges.

If you have any concerns or objections regarding charges, you agree to raise them with Pru Life UK first. You agree not to cancel or reject any credit card or third-party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Pru Life UK.

Pru Life UK reserves the right to not process or to cancel your purchase or application in certain circumstances including but not limited to the following situations: (i) if your credit or debit card is declined, (ii) if your mobile wallet issuer disapproves the charging of your mobile wallet, such as when your mobile wallet's available balance is insufficient to cover the full amount of the premium or if the mobile wallet issuer has suspended or terminated your privilege to use the payment and other applicable feature, (iii) if Pru Life UK, the third party processor or card/mobile wallet/e-money issuer suspects that the request or purchase is fraudulent, or (iv) in other circumstances Pru Life UK deems appropriate in its sole discretion.

In the event that your payment is disapproved, you will be prompted to pay the premium or make the proper payment through other available Pru Life UK payment facilities.

Pru Life UK also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your purchase of the insurance policy or application. You may need to provide additional information, including Payment Information, to verify your identity before completing the transaction. Pru Life UK will either not charge you or refund the charges for purchases that it cancels or does not process.

Pru Life UK may prescribe additional terms and conditions with respect to payment and refund procedures from time to time.

18. By your (i) use and/or continued use of PRUServices, or (ii) access and use of the products and services provided through PRUServices, you signify your agreement to indemnify and to keep Pru Life UK, its directors, employees, nominees, agents and independent contractors fully and effectively indemnified against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by Pru Life UK including, but not limited to, in connection with or arising from:
  - a. your use of PRUServices;
  - b. any unauthorized instructions that might be transmitted through your account in PRUServices or any instructions which are incomplete, inaccurate, or garbled;
  - c. your breach or non-observance of any warranties provided and of these terms and conditions;
  - d. any act or omission on your part which constitutes a violation of data privacy laws and regulations; and/or
  - e. the use of devices (including use of the devices by third parties) and/or any digital certificate whether authorized or not or arising from your negligence, misconduct, or breach of any terms of these Terms of Use.
19. If any provision of these Terms of Use is declared invalid by any tribunal or competent authority, such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of these Terms of Use as though originally included. If the provision invalidated is of such nature that it cannot be adjusted, the provision shall be deemed deleted from these Terms of Use as though the provision had never been included, in either case, the remaining provisions of these Terms of Use shall remain in full force and effect.
20. PRUServices may provide links to third-party websites. Your use of any third-party websites is at your sole risk. Pru Life UK is not responsible for examining or evaluating the content or accuracy of any third-party websites and have no liability for any such third-party websites.
21. The text of this Agreement herein written in the English language is the authentic text and any difficulties and uncertainties in interpretation arising shall be solved by reference to this text and shall prevail over any translation made hereof.

22. You understand that messages within the PRU Services chat facility may be recorded by Pru Life UK and you hereby consent to such recording. You also agree that such message history may be possessed, replayed, and/or communicated by Pru Life UK to other persons, either verbally or in writing and that Pru Life UK may furnish third parties with the chat messages history to the extent permitted by and in accordance with applicable laws and regulations.

If you need further assistance, please contact the Pru Life Customer Action Team at (+632) 8887-LIFE (8887-5433, for Metro Manila) or 1-800-10-PRULINK (1-800-10-7785465, domestic toll-free) from 9:00 a.m. to 4:00 p.m., Mondays to Fridays except holidays.

**Updated on 5 January 2022.**