

SITE TERMS & CONDITIONS OF USE

Effective Date: August 24, 2022

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS SITE.

We refer to this website or application and its entire contents, features, design, and functionality as the “Site.” This Site is owned and operated by Marsh (Singapore) Pte Ltd (“Marsh”). Marsh is regulated by the Monetary Authority of Singapore.

This Site is intended for access and use for the purpose of collecting and providing documentation, data and information with authorised users in relation to the services (“Services”) provided by Marsh and/or its affiliated companies in the Marsh & McLennan group of companies (“Affiliates”) through this Site (“Authorized Users”). By using this Site, you represent and warrant that you are an Authorized User, and that you have read and accept the following Terms.

Your Acceptance of these Terms

1. **You Accept Posted Terms.** Any time you make use of this Site, you, on behalf of yourself and your organization, agree to comply with and be bound by the Terms in effect on your date of access (see “effective date” above). If you do not agree to be bound by the Terms or do not have the authority to bind your organization to these Terms, you should not access or view this Site.
2. **You Accept Amendments to Terms.** Please be aware that Marsh may amend the Terms from time to time. While, at its sole discretion, Marsh may require you to directly acknowledge your acceptance of these Terms, including upon material changes to the Terms, you are on notice that your ongoing use of the Site alone constitutes your acceptance of the Terms and any changes. If we make changes to these Terms, we will update the “Effective Date” at the top of the page. Accordingly, please continue to review the Terms whenever accessing the Site.
3. **You are Legally Capable of Accepting the Terms.** You are at least 18 years old and/or possess the legal authority to form legally binding contracts under applicable law to use this Site.
4. **Your Other Written Agreements are Separate From These Terms.** These Terms govern your use of this Site and are separate from the terms or conditions of any other agreements you have entered into with Marsh.

Your Rights and Obligations as a User of this Site

5. **Your Permitted Use.** You may access and use this Site for the sole purpose that this Site has been made available to you by Marsh (the “Purpose”). You shall not access or use this Site for any other reason other than the Purpose including, without limitation, penetration testing or any of the prohibited uses set forth below.
6. **Your Account.** In order to use this Site, you may be required to register for an account. You are entirely responsible for maintaining the confidentiality of your login credentials, if applicable, and for all activities undertaken by any party using your account. You agree to notify Marsh

immediately if you become aware of any unauthorized use of your account or other breach of security. Marsh will not be liable for any loss you incur based on another party's use of your account, either with or without your consent, but your actions may make you liable for losses sustained by Marsh or others. You agree not to use anyone else's account without the express permission of the account holder and Marsh's authorization.

7. **Prohibited Uses.** You agree not to make any use of this Site that:

- is illegal, fraudulent, or abusive;
- is defamatory or obscene;
- could compete with the business of Marsh, its business partners, or licensees;
- offers Site access or content for sale, assignment, sublicensing, or otherwise makes the content available to a third party;
- violates the intellectual property or ownership rights of Marsh or a third party, including making derivative works based on the Site;
- could interfere with any third party's use and enjoyment of the Site;
- introduces viruses or other harmful programs or code;
- circumvents passwords, access controls, captchas, robot.txt scripts and similar technologies intended to protect users and/or our intellectual property;
- archives, mines, or harvests any personal information, intellectual property or any part of this Site;
- tests the security of the Site or otherwise attempts to gain unauthorized access to the confidential information of Marsh or its other clients, or to Marsh's computer systems or networks connected to any Marsh server through hacking, password mining, or any other means;
- could damage, disable, overburden, or impair any Marsh server or the networks connected to any Marsh server; or
- disseminates unsolicited promotional or advertising material, spam or similar materials or any volume messages which may interfere with the operation of this Site or with the enjoyment of this Site by other visitors.

8. **Linking.** You may not make any part of the Site available as part of another website or application, whether by hyperlink framing on the Internet, caching or otherwise, unless you have been authorized to do so in writing by Marsh. Marsh reserves the right to disable any unauthorized links or frames. Marsh specifically disclaims any responsibility for the contents of any third-party websites or applications that link to this Site, and for any injury you may incur from third-party websites or applications linking or framing this Site.

9. **User Comments and Discussion Forums.** We may provide an opportunity for you and other users to post comments or participate in discussion forums on this Site. Marsh does not endorse any user posts and they should not be considered as reflecting the opinion of Marsh. If you post any comments on this Site, you agree that you are entirely responsible for the content of your post and you will not post material that is inaccurate, contains personal information of yourself or a third party, promotes for sale and product or service, or violates the expectations for user conduct provided in paragraphs 5 and 6. You also understand that anything you post will be considered non-confidential and non-proprietary, and you grant Marsh a limited license to use, store, and copy such content.

Site Purpose and Content

10. **Intellectual Property.** You understand and agree that the Site has been developed by Marsh and our licensors through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Marsh. You further agree that the Site, including but not limited to text, content, photographs, video, audio and graphics is protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries. The Site is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Site are also copyrighted works. The trademarks, service marks, trade names, logos, designs, and sounds associated with the Site are owned by Marsh or third parties. You agree to abide by all applicable copyright, trademark, and other laws, as well as any additional copyright notices or restrictions contained in the Site. You may download materials from the Site and/or print a reasonable number of copies for your personal use or use within your organization, provided that all copies retain all copyright and other proprietary notices. You shall be liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your wrongful use of this Site.
11. **License.** You understand and agree that accessing and/or using the Site does not grant you any ownership, rights, or licenses to the Site other than the limited right to use the Site in accordance with the Terms.
12. **Site Content; Availability.** You understand that the Site is provided “AS IS” and “AS AVAILABLE.” Your access is limited by our Site functionality, your access levels, and the Terms. Marsh reserves the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of this Site and to restrict or prohibit access to it.
13. **Links to Third-Party Sites.** Solely for your convenience, this Site may provide links and/or redirect you to third-party websites or applications. Marsh has no control over third-party websites or applications, is not liable for their accuracy, content, or security, and makes no endorsement of third-party websites’ or applications’ owners, contents, or services. Your use of third-party websites or applications is at your sole risk, so you should review the terms and conditions and privacy policies of any third party prior to use of their site.
14. **Global Access.** Marsh is based in Singapore and provides this Site for use by persons located in Singapore. We make no claims that the Site or any of its content is accessible or appropriate outside of Singapore, and you are responsible for ensuring any use you make of this Site complies with local law.
15. **NO WARRANTIES.** You acknowledge and agree that this Site is provided by Marsh on an “AS IS” and “AS AVAILABLE” basis, without any warranties or guarantees. To the extent permitted by law, Marsh disclaims all conditions, representations and warranties, express, implied, statutory or otherwise, including any warranties of merchantability, fitness for a particular purpose, title, accuracy of informational content, system integration, non-infringement of third party rights, quiet enjoyment, and uninterrupted or error free operation.
16. **DISCLAIMER OF LIABILITY.** Marsh and its subsidiaries, managers, employees, officers, agents, subcontractor, suppliers, and licensors accept no liability to you arising from your use of this Site. To the extent permitted by law, Marsh will not be liable to you for damages of any kind, whether

foreseeable or unforeseeable, even if Marsh or any of its agents has been advised of the possibility of damages arising from your use of or reliance on the Site, including but not limited to direct, indirect, general, incidental, special, punitive, and consequential damages and damages for loss of use, loss of data, loss of goodwill, loss of profits, work stoppage, accuracy of results, or computer malfunction.

Marsh's Rights and Duties Regarding User Conduct and Submissions

17. **Use of Information You Submit.** By submitting information on this Site, you grant Marsh, its affiliated companies, its service providers, and sub-licensees permission to use your information in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat your information. You agree that Marsh may use any information it collects in connection with this Site for data analytics purposes, including but not limited to benchmarking, modeling, consulting, creating insights, reports and other analytics to provide, improve the quality of, and market Marsh's products and services. Where required by law, we obtain your consent prior to such use and/or utilize de-identified and/or aggregated data for analytics.
18. **Privacy.** You agree that all personal information you provide or that we collect about you through this Site is governed by our [Privacy Policy](#) and Personal Information Collection Statement ("PICS"). The PICS is as attached at the back of these Terms.
19. **Monitoring; Termination.** Marsh, in its sole discretion, has the right to (i) remove or refuse to post any user content, (ii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights or in response to a subpoena, (iii) take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Site, and (iv) suspend your access to this Site and refuse to provide you with any further access to it or any content. You agree that Marsh is not liable for any damages you may suffer from its exercise of these rights.
20. **Assignment.** Marsh may assign these Terms and its rights and obligations under these Terms without your consent and at its sole discretion. You may not assign or transfer your rights and obligations under these Terms.
21. **No Waiver.** Marsh's failure to assert its rights at any time will not be deemed a waiver of these Terms. No consent or waiver will be effective unless in writing and signed by both parties.

Additional Legal Terms

22. **Governing Law and Venue.** You agree that any dispute arising out of or in connection with the Site or these Terms will be governed by the laws of Singapore without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction. *You agree to submit to the exclusive personal jurisdiction and venue of courts located in Singapore.*
23. **INDEMNIFICATION.** *To the extent permitted by law, you agree to indemnify Marsh and its affiliates, employees, officers, directors, agents, successors, and assigns against any costs, claims, losses and damages (including legal fees) incurred by or awarded against Marsh as a result of your use of this Site or your breach of these Terms.*

24. **Invalidation of Terms.** If a competent authority finds any portion of these Terms invalid or unenforceable, you agree that all other Terms will remain in effect.
25. **Void Where Prohibited; Restrictions.** Marsh reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service on this Site to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside Singapore, you do so on your own initiative and you are solely responsible for complying with applicable local laws. This Site is not intended or authorized (a) for use in any territory or by any party subject to sanctions or export restrictions under laws applicable to Marsh or you, or (b) in the case that Site access or use in a territory or by a party would expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or other trade or economic sanctions laws or regulations. You may not use, export or re(export) this Site or any copy or adaptation of this Site in violation United Nations Security Council Resolutions or applicable laws.
26. **Entire Agreement.** These terms and conditions of use constitute the entire agreement between the parties with respect to the subject matter hereof.

How to Contact Us

27. **Contact.** Any inquiries regarding this Site or these Terms should be mailed to:

The Legal Department
Marsh (Singapore) Pte Ltd,
8 Marina View, #09-02,
Asia Square Tower 1,
Singapore 018960.

Personal Information Collection Statement

1. It is often necessary for our current or prospective individual clients, or, where our clients are corporate or business entities, their individual representatives and employees (collectively referred to as "clients" and otherwise referred to as "client", "you" or "your") to provide to Marsh (Singapore) Pte Ltd (hereinafter referred to as "MARSH", "we", "our" or "us", and references to Marsh include the appropriate Marsh Affiliate(s)) personally identifiable data about yourselves ("Personal Information") in connection with our business process execution, including delivery of services and/or products, preparation of proposals, provision of quotations, arranging insurance cover, managing claims, client relationship management and conducting internal conflicts checks. Such Personal Information may include information or data provided by you or other parties or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future. Such Personal Information may be subject to applicable data protection, privacy and other similar laws and may include copies and other details of identity documents, proof of address and other contact details, information concerning age, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

When you provide MARSH with Personal Information relating to your employees, dependents and/or other individuals that you represent, you will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Agreement. This includes, without limitation: (i) an obligation, if any, for you to obtain any required consent(s) in respect of the transfer of information to MARSH by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by MARSH of personal information as necessary to carry out its obligations under this Agreement.

2. Personal Information you provide will be collected, used and otherwise processed by MARSH for the following purposes:
 - 2.1. client relationship management procedures, including any potential conflict checks as may be required;
 - 2.2. the delivery of services or products to the client;
 - 2.3. those purposes specifically provided for in any particular service or product offered by MARSH;
 - 2.4. conducting marketing and client profiling activities in connection with insurance and related services and products (including those provided by MARSH, other members of the Marsh & McLennan group of companies, its Affiliates and selected third parties for the purpose of improving our services to the client or that we think may interest the client)
 - 2.5. credit assessments and other background checks of the client as MARSH may determine to be necessary or appropriate;

- 2.6. MARSH's internal record-keeping;
 - 2.7. collection of outstanding payments from clients;
 - 2.8. prevention of crime (including but not limited to fraud, money-laundering, bribery);
 - 2.9. meeting any legal or regulatory requirements relating to MARSH's provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to MARSH or its Affiliates; and
 - 2.10. Purposes ancillary or relating to any of the above (including but not limited to information relating to your insurance program for research, benchmarking and statistical analysis).
3. MARSH may provide or disclose this Personal Information to its Affiliates for the purposes stated in paragraph 2 above.

Collection and Disclosure

4. Personal Information provided to MARSH will generally be kept confidential but you hereby consent and authorize MARSH to collect, provide or disclose your Personal Information for the purposes stated in paragraph 2 above from or to:
 - 4.1. any person to whom MARSH is compelled or required to do so under law or in response to a competent or government agency;
 - 4.2. relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organizations, agents and service providers (including but not limited to consultants, market research and quality assurance companies);
 - 4.3. Marsh's Affiliates;
 - 4.4. government agencies and industry regulators;
 - 4.5. MARSH's auditors, accountants, lawyers or other financial or professional advisers;
 - 4.6. such sub-contractors or third party service or product providers as MARSH may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 7; and
 - 4.7. such person(s) as you may instruct or require.
5. You further consent to provide, and for your employer, insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) to provide to MARSH your Personal Information for the purposes set out in paragraph 2 above.

6. Failure to provide such Personal information may result in MARSH being unable to provide clients and you with the services and/or products requested.

Safeguards

7. MARSH confirms that MARSH has implemented the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Information and the accidental loss or destruction of, or damage to, your Personal Information.

Data Transfer

8. Where MARSH considers it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Information to an Affiliate or third party service or product providers within or outside the country in which MARSH is established, under conditions of confidentiality and similar levels of security safeguards.

Your Rights of Access and Correction

9. You have the right to request access to and correction of information about you held by MARSH and you may:
 - 9.1. request that MARSH correct any of your Personal Information that is inaccurate, incomplete or out-of-date;
 - 9.2. request that MARSH specify or explain its policies and procedures in relation to data and types of Personal Information handled by MARSH;
 - 9.3. communicate to MARSH your objection to the use of your Personal Information for marketing purposes whereupon MARSH will not use your Personal Information for these purposes; and
 - 9.4. withdraw, in full or in part, your consent given previously,

in each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as MARSH may notify you in writing upon receipt of your request).

10. Written requests for access to Personal Information or correction and/or deletion of Personal Information or for information regarding policies and procedures and types of Personal Information handled by MARSH may be sent to asia.information@marsh.com.

