

Alliance Trust Pension Illustration Service for Advisers

Terms of Use

Spring 2007

1 Your agreement to use the Service

By accepting this Terms of Use, you and your firm agree to use this Service only on the terms contained in this Terms of Use. This Terms of Use is the only agreement upon which Alliance Trust Savings is prepared to contract with your firm for the supply of the Service to the exclusion of all other terms and conditions, express or implied, to the fullest extent permitted by law.

Alliance Trust Savings has implemented this Service using a software tool supplied by Dunstan Thomas Holdings Limited, which is one of our Content Providers. Nothing in this Terms of Use gives your firm any rights to any data or information supporting the Service except the results contained in the illustrations or other outputs generated and issued to your firm because you have used the Service.

This Terms of Use govern the scope, availability and use of the Service.

Your firm is only permitted to use this Service for the period that your firm is authorised by the Financial Services Authority and separately by us to use the Service, and you have been authorised by your firm to use this Service. You agree that Alliance Trust Savings is (i) not bound to offer the Service after your firm has ceased to be authorised or (ii) make the Service available to you after your firm has told us that you are no longer authorised by it to use this Service, and (iii) that any part of the Service that may be offered by us will be of such specification as we determine and will be of such scope and availability as may be determined by us.

2 What you will need to access the Service

Before accessing the Service, you will need:

- Your firm to be authorised by the Financial Services Authority;
- To have registered with the Adviser Centre of our website;
- Access to the Internet;
- Your User ID; and
- Your Password

The User ID and Password will be provided to you by Alliance Trust Savings when you have been authorised by us to use the Service.

3 What you can do through the Service

Provided you and your firm adhere to this Terms of Use, Alliance Trust Savings will use reasonable skill and care to provide the Service to you and your firm in accordance with the Terms of Use.

The scope of the Service will allow you to:

- Record certain client data
- Generate an illustration
- Review and edit an existing illustration
- View historical illustrations
- Perform “what-if” investigations
- Print illustration reports.

Alliance Trust Savings reserves the right to make reasonable adjustments to the Service upon three working days’ written notice to your firm or sooner if required to respond to any regulatory or legislative change.

Alliance Trust Savings may also make adjustments to the Service:

- If required to comply with the terms and conditions of a Content Provider (as defined in clause 7);
- For operational reasons such as repair, maintenance or improvement of the Service; and
- If requested to do so by a law enforcement agency or any emergency services.

4 When you can use the Service

The Service may only be used during the period that your firm and you are authorised to use the Service.

Your firm and you will be authorised by us when you receive a User ID and Password.

Alliance Trust Savings will deactivate the appropriate login accounts, User ID and Password when your firm ceases trading, loses Financial Service Authority approval or has an insolvency practitioner appointed to it.

The Service will normally be available 24 hours a day, seven days a week. We will use our reasonable endeavours to ensure that the Service will be available to you during these hours but there may be occasions when certain functionality may have to be withdrawn or is not available.

Telephone support for the Service will be available during office hours, Monday to Friday 9AM to 5PM. There is an online user guide and screen specific help that can be referred to out of these hours.

5 Your Agreement with us on the use of the Service

The person accepting this Terms of Use has full authority to enter into this Terms of Use from your firm. You have sought and obtained all necessary permissions to allow you to use the Service. You and your firm have agreed to be bound by this Terms of Use as evidenced by your use of the Service.

Your firm (and as appropriate you) have the necessary Data Protection Act permission to allow you to use any data inputted to any system under the Service.

Neither you nor your firm are entitled to any payment from us for use of the Service. You give Alliance Trust Savings full permission to use any data supplied by you, or information taken by us from your use of the Service to test, evaluate and otherwise assess the Service.

Your firm and you agree that you and your firm have no action claim or right against us because of your use of the Service. Your firm and you indemnify and will keep us indemnified from all losses, claims and actions that may be raised by you or your firm in relation to the use of the Service.

Your firm and you agree that:

- To enable us to provide the Service, you or your firm shall provide all information and assistance reasonably requested by us.
- You and your firm will provide contact information for your firm's personnel that will be responsible for submitting support requests to use the Service to Alliance Trust Savings. Only these persons can contact us to submit requests.
- Your firm shall tell us by email or other written medium promptly of any change in this information (and you and your firm acknowledges that failure to provide and keep this information updated, or failure to supply assistance reasonably requested, may delay the provision of the Service and/or result in additional costs).
- Although all reasonable care has been taken in compiling the Content of this Service and any pension illustration issued by us because of your use of the Service, Alliance Trust Savings cannot offer any undertaking or guarantee, either expressly or implicitly, including liability towards third parties, regarding the correctness, completeness or currency of their Content.
- Alliance Trust Savings may supplement, change or alter the Service at any time or to change or delete any information contained or views expressed through the Services, as described in this Terms of Use.
- Alliance Trust Savings may suspend or withdraw access to the Service without notice at any time and your firm and you agree that we have no responsibility or obligation to you if the Service is not available at any given time.
- If a Content Provider changes its data structure or stops providing Content to Alliance Trust Savings on less than three working days' notice, we may change the data structure of the Service or stop providing such Content to you on less than three working days' notice.

6 Your Authorisation

It is your and your firm's responsibility to maintain the security of your User ID and Password. Any illustration completed under your User ID will be an illustration completed by you unless you have notified us of the loss or theft of your User ID before the illustration is generated (in which case that User ID access will be terminated immediately and a new one issued) or we are notified by the police or other relevant authority of the loss or theft of your User ID in which case that User ID access will be terminated immediately and a new one issued.

You will be responsible for the provision of the necessary computer access, hardware or software to allow you to access the Service.

Subject to the terms of this Terms of Use, we hereby grant to your firm a non-exclusive, non-transferable licence for the period that your firm is authorised by us to use the Service and to use, reproduce, transmit and publicly display the Content in accordance with this Terms of Use.

Your firm and you may view and print the Content for your own personal use only (and not in a systematic or regular manner so as to create a database of the Content).

Your firm will ensure that the terms of use of its communications with its end user include restrictions of equivalent or greater effect to those set out in this Terms of Use.

Except as expressly permitted by this Terms of Use, neither you nor your firm shall, nor shall either of you permit others to:

- Exploit (whether commercially or otherwise), edit, modify, use, access, copy, transmit, display or redistribute any Content or illustration issued through the Service in any way except as set out in this Terms of Use or as otherwise allowed by applicable law;
- Modify any Content, in whole or part, or remove any copyright or trade mark notice from any copies of the Content made under this Terms of Use or re-brand any Content or copies of the Content made under this Terms of Use;
- Use the Service or Content as part of any co-branded, white-label, channel or framing website or web service or any other similar arrangement that provides access to the Service or Content other than as permitted by this Terms of Use;
- Retain copies of any Content or use the Service after termination of this Terms of Use

Your firm shall provide access to any system used in conjunction with the Service (for example, in the form of username/password) to allow us and the Content Providers to view and monitor how the Service is being used and to provide support for the Service.

Your firm must display the alliancetrust logo or accreditation in the form provided by us from time to time through the Service on any output given to an end user.

Notwithstanding anything else in this Terms of Use, the Service and Content may not be used on any website or other service that contains any material which is illegal, sexually explicit, promotes violence or is discriminatory against race, gender, religion, nationality, disability, sexual orientation or age.

Your firm and you acknowledge that on occasion Alliance Trust Savings may need to remove certain parts of the Service or Content for legal reasons and accordingly your firm will, on receipt of a notice from us, immediately remove from its systems any part of the Service or its Content identified in such notice. In the event that such Content is not removed within 12 hours, your firm and you agree to indemnify Alliance Trust Savings from and against all costs, claims and expenses attributable to and/or resulting from such non-removal.

Your firm hereby grants to Alliance Trust Savings a non-exclusive licence for the period that the Service is used, to reproduce, transmit and publicly display your firm's branding (including your firm's trade mark and logo) as appropriate in order to provide the Service.

7 Our Liability to you

The Service includes Content licensed to Alliance Trust Savings or otherwise provided by third parties, including stock exchanges and index data owners (“Content Providers”).

Content Providers may have their own terms which they require their customer and their customer’s customers to comply with in order to display the Content through our Service. You and your firm shall comply with all such terms and conditions as notified to you from time to time.

If a Content Provider requires that your firm enter into licence agreements with the Content Provider, compliance with the Content Provider’s terms of use, including the payment of any fees, shall be your sole responsibility.

If a Content Provider changes its data structure or stops providing Content to Alliance Trust Savings on less than three working days’ notice, Alliance Trust Savings reserves the right to change the data structure of the Service or stop providing such to you and your firm on less than three working days’ notice.

We will not be liable to you for the Service or results of an illustration not being available to you at any particular time.

Alliance Trust Savings has taken care to ensure that the information provided by the Service is accurate, as at the date of its provision. However, no representation or warranty, express or implied, is given as to its completeness and accuracy. Nothing in this Terms of Use or elsewhere in the Service shall exclude, restrict or limit our duties and liabilities to you under the Financial Services and Markets Act 2000 or any other requirements we are bound to comply with.

We will not be liable to you for our or your incorrect or incomplete data entry or for the Content of illustration reports.

We will not be liable for any adverse effect on your business arising from your use of the Service.

We shall not be liable under any warranty or indemnity expressed or implied by us to you or your firm in contract, tort or otherwise for any damages, loss of business, contracts, profits or anticipated savings or for any direct, indirect, consequential, incidental or special loss whatsoever caused by your or your firm’s use of the Service or from access to other material on the internet via links from the Service.

Otherwise, our liability in contract, delict, tort or otherwise arising out of or in connection with the performance or observance of our obligations under this Terms of Use shall be limited to £500. The Content of the website used for the Service and any illustration issued is for information purposes only. Neither the illustration nor the Service constitutes a request or an offer by us or a recommendation by us to undertake any financial transaction or decision to you, your firm or your clients or customers. You and your firm shall make this clear in any communication to your customers.

Alliance Trust Savings does not warrant and makes no representation that any information or other material accessible through this website is free of virus or other harmful components. It is your responsibility to ensure that you maintain up to date firewalls or anti virus software for any equipment you use.

Alliance Trust Savings gives no undertaking that the information set out through the Service and received by you is correct on your receipt or has not been intercepted or altered by third parties

because of transmission errors between your equipment and ours, interruptions, illegal interventions by third parties, or otherwise.

Nothing shall exclude or restrict liability for death or injury resulting from the negligence of us or our employees whilst acting in the course of their employment.

Each of these paragraphs limiting or excluding liability operates separately and shall survive independently of the other paragraphs.

8 Data Protection

We adhere to our obligations under Data Protection Act. We will be a data processor under this Terms of Use.

You adhere to your obligations under Data Protection Act.

You have the necessary Data Protection Act permission to allow you to use any data inputted to any system under the Service.

Telephone conversations, email traffic and the use of the Service may be recorded or monitored for training, regulatory and research purposes.

9 Other Conditions

In the event that any provision or any part of any provision of this Terms of Use shall be held unlawful or invalid for whatever reason it shall be deleted or such modification made as may be necessary to make it valid and enforceable and so that the remaining provisions shall continue in full force and effect.

This Terms of Use shall be governed by and construed in accordance with the Laws of England.

10 Copyright and use of the Service

Copyright in the screens and the reports generated by the Service and the intellectual property rights in the Services Content calculation engine is either licensed to us and owned by Dunstan Thomas Holdings Limited or the Content Providers or owned by us.

Copyright and other intellectual property rights in all other material including fixed parameters and default data used for calculating illustrations and their arrangement is owned by Alliance Trust Savings.

Reproduction of the Service, particular pages of the Service and of the website screens in whole or in part without prior written consent of Alliance Trust Savings Limited is strictly prohibited unless for private, non-commercial viewing purposes.

11 Charges

The Service will be provided to you on such commercial basis as agreed between your firm and us from time to time. If fees or charges are asked of you or your firm then the following will apply:

- You and your firm together shall be responsible for ensuring payment of the fee or charges payable to Alliance Trust Savings in accordance with this Terms of Use. Fees are subject to VAT which will be applied at the rate prevailing on the date of the invoice. All Fees are non-refundable.

- We reserve the right to amend the fees or charges at any time on giving one month's notice in writing. If you or your firm does not want to accept the new fees, your firm may terminate this Terms of Use on written notice to us within one month from the date it receives notice of the new Fees.
- You or your firm (whomever we have invoiced) shall pay fees or charges within 14 days of the date of the invoice. We reserve the right to suspend the supply of the Service in the event that payment in cleared funds is not made in full within 30 days of the date of an invoice.
- The Fees exclude any fees payable to Content Providers, where applicable, and payment of any such fees is the sole responsibility of your firm.
- If your firm requests, and we agree to provide, any additional content or scope for the Services, your firm will pay for such Content and/or Services at our then current rate.

12 Variation of this Terms of Use

Alliance Trust Savings Limited may vary, alter or amend this Terms of Use. We will normally give you three working days' notice of any such variation, alteration or amendment.

You may choose not to continue to use the Service if such variation is made.

13 Communication

You can communicate with us about the Service by emailing advisersupport@alliancetrust.co.uk.

We will communicate with you or your firm using the most recent email address given by your firm to us.

Either of us can communicate to the other by letter.

14 Definitions

In this Terms of Use:-

Content

Means the text, graphics, reports, parameters, percentages, statistics and any other material held within, displayed on screens and printed in reports by the websites used for delivering the Service.

Data Protection Act

Means the Data Protection Act 1998 as may be amended from time to time.

E-mail

Means the electronic communication, which Alliance Trust Savings Limited or you may send to the other.

Illustration

Means the documentation delivered through the Service based on the information supplied by you.

The Service

Means the use of a website offering the functions described in paragraph 3.

You

Means an individual user notified to us by You or Your Firm and authorised by us to use the Service.

Your Firm

Means the organisation that is to use the Service and through which you conduct business or are employed.

We, us, Alliance Trust Savings

Means Alliance Trust Savings Limited

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Telephone calls may be recorded for training and security purposes.

Alliance Trust Savings Limited is registered in Scotland No. SC 98767; authorised by the Financial Services Authority and gives no financial or investment advice. Full statements on our privacy policy, related policies and statutory legal information are available on our website www.alliancetrust.co.uk. 'alliancetrust' is the brand name of Alliance Trust PLC and its subsidiaries.