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1. USERNAME, PASSWORD AND SECURITY

When you register to use this website and other services, you represent and warrant that: (a) all required User information you submit is truthful and accurate; and that



(b) you will ensure that this information is kept accurate and up to date at all times. You will be responsible for maintaining the confidentiality of your user Information, and we will not be responsible for the misuse of your information by any third party, whether authorized by you or not. You are responsible for all activities that occur under the accounts generated with your User Information. You agree to immediately notify UICI LTD of any unauthorized use, or suspected unauthorized use of your User Information or any other breach of security. UICI LTD cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You will be asked to create a password. It is your responsibility to choose a secure password. You must keep this password confidential and must not disclose it to, or share it with anyone. YOU WILL BE RESPONSIBLE for all activities that occur under your password. If you know or suspect that someone else knows your password you must notify UICI LTD immediately. UICI LTD will not be responsible for any abuse of passwords.

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In creating interfaces onto the World Wide Web, UICI LTD enables either unlimited or secure access to information contained within the User/Subscriber's premises or computers. It is the responsibility of the User/Subscriber to define precisely the degree of security access to be enacted and UICI LTD denies all liability both legally and for consequential damages and all forms of economic loss should commercial loss or damage occur as a result of unauthorized access to the User/Subscriber's computers.

We confirm that your Personal Information is used for the following purposes:

1. To Process the purchase of a product;
2. For statistical purposes to improve this Website and its services to You;
3. To administer this Website;

When You register on this Website You are given the option to receive news and updates from Us by email and post which We feel may be of interest to You.

Your Personal Information may be disclosed to other businesses within the group of which we are a part and to reputable third party contractors engaged by UICI LTD to



perform a variety of functions such as processing your Purchase, assisting with promotions or providing technical services for our Websites. We require all such third parties to treat your Personal Information as fully confidential and to fully comply with all applicable Data Protection and consumer legislation.

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The information and features/functions contained on the website are provided for your informational and educational convenience only. Nothing on this website should be relied on in making any specific investment, financial planning or other decision. Users should always consider their overall personal circumstances, investment horizon and personal risk preferences before purchasing any insurance product.

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7. DESCRIPTION AND AVAILABILITY

UICI LTD takes all reasonable measures to ensure that descriptions of Products given on this Website are as accurate and complete as possible but there may be variations between these and the Products themselves. All Products are subject to availability.

8. PRICE

Prices appearing on this Website are tendered as iPoints, an accumulative aggregate of which is used to purchase insurance products on this website. Thus all prices displayed are converted in value to iPoints, subject to such changes and is inclusive of VAT where applicable at the current rates.

Whilst UICI LTD ensures that all details, descriptions and prices which appear on this Website are accurate, prices may change or errors in conversion may occur. If we discover an error or a variation in the price of any product which you have purchased, we will inform you of this as soon as possible and give you the option of reconfirming your purchase at the correct or updated price/amount value in iPoints or cancelling it. If we are unable to contact you we will treat the purchase as cancelled. If you cancel and you have already paid for the product, you will receive a full refund of the amount value in iPoints. Where applicable, prices are inclusive of VAT.

Due to circumstances beyond our control prices on this Website may be determined by the underwriters and other economic factors and may have to be altered, including any variations in the rate of tax. If this occurs you will be notified and requested to reconfirm your purchase at the altered price/amount value in iPoints.

By notifying You, We shall be entitled to cancel any Contract in whole or in part to the extent that it is for the purchase of a Product the price of which was stated differently on the Website.



9. BREACH OF TERMS

UICI LTD shall, with/without notice be entitled to restrict, suspend or deny you access to UICI LTD or take such other action as UICI LTD deems appropriate if UICI LTD determines that you are in breach or serious breach of any of the Terms of Use or if UICI LTD considers that your use of the website is inappropriate or otherwise unacceptable.

The restriction, suspension or termination of our service pursuant to this section will be without prejudice to any rights which UICI LTD may have against you in respect of your breach of these Terms of Use.

UICI LTD shall be entitled to disclose your User identity and details if required or requested by the Courts or other law enforcement authorities and/or agencies or in such other circumstances as UICI LTD in its sole discretion considers reasonably necessary or appropriate.

10. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE)

UICI LTD will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control including Acts of God, malicious acts of damage, Government authority.

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes, in particular (without limitation) the following:-



- a) Industrial action such as strikes.
- b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters.
- d) Impossibility of the use of shipping, motor transport , railways, aircraft, or other means of public or private transport.
- e) Impossibility of the use of public or private telecommunications networks.
- f) The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we may extend the time for performance during that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.

11. DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY

UICI LTD expressly disclaims all warranties or representations of any kind, express or implied, to the fullest extent permitted by law. The materials displayed on this Website are provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law. UICI LTD and its content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental



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12. INDEMNITY

You agree to indemnify and hold UICI LTD, its directors, officers, employees and affiliates harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of this website, the violation of these Terms of Use by you, or the infringement by you, or any other person, of your account, or of any intellectual property or other right of any other person or entity.

13. ALTERATION

UICI LTD has the right and absolute discretion to remove or vary the Services and/or any page of this Website at any time and without notice to amend.

14. ENFORCEABILITY



Should any part of the terms of Use be held to be void, invalid, unenforceable or illegal by a Court, the enforceability and validity of the other provisions shall not be affected thereby, all other clauses remaining in full force and effect. So far as possible where any clause or part of a clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause as is permitted by law.

16. WAIVER

Any failure or delay by us to enforce strict performance by your breach of any of the terms and conditions of use of this website or to exercise any right under the Terms will not be construed as a waiver to any extent of our rights. We will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

15. APPLICABLE LAW

These terms and conditions under this Agreement shall be interpreted and construed with the laws of the Federal Republic of Nigeria which shall from time to time be in force. Any dispute or difference of any kind arising between the Parties in connection with or arising out of this Terms of Use shall be referred to arbitration as hereinafter provided.

Prior to reference to arbitration, the Parties shall promptly and in good faith negotiate with a view to arrive at a settlement. Where settlement is not achieved by negotiation within 60 days from the date in which the dispute or difference was referred to arbitration, then either Party may by written notice require that the matter be referred to arbitration.

The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, Laws of the Federation of Nigeria 2004 and shall be conducted by a sole arbitrator



selected by the mutual agreement of the Parties. Where the Parties fail to reach an agreement on the appointment of an arbitrator, the arbitrator will be appointed by a Judge of the Lagos State High Court.

The arbitration proceedings shall be conducted in Lagos State unless the Parties agree otherwise.

16. ACKNOWLEDGEMENT

You acknowledge that You have read and understand these Terms, and that these Terms have the same force and effect as a signed agreement. These Terms shall confer no rights upon any other party other than the parties hereto.

17. THE ENTIRE AGREEMENT

These Terms and conditions of use and the Privacy Policy constitute the entire agreement between all parties and supersede any and all preceding and contemporaneous agreements between you and UICI LTD as to your use of this website. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by a Director of UICI LTD.