

## TERMS AND CONDITIONS

These Terms and Conditions ("AGREEMENT") shall be read together with [Mercer's Terms of Use](#), [Privacy Policy](#) and Other Terms (as defined hereunder) and other terms and conditions as you may be notified from time to time. In the event of any inconsistency or conflict between the terms of this Agreement, Mercer's Terms of Use, Privacy Policy and Other Terms and other terms and conditions notified to you, such inconsistency or conflict shall be resolved by giving precedence in the following order:

- (i) The other terms and conditions as may be notified to you;
- (ii) Other Terms;
- (iii) The terms and conditions of this Agreement; and
- (iv) Mercer's Terms of Use and Privacy Policy.

### 1. ABOUT MERCER AND ITS SERVICES

- (a) Mercer is an associate of Marsh & McLennan Companies, Inc. In this Agreement, the Mercer Group means Marsh & McLennan Companies, Inc, its subsidiaries and associated companies. Mercer may use offices in the Mercer Group or the services of other parties external to the Mercer Group, when in Mercer's professional judgement those services are necessary or appropriate.
- (b) Subject to the terms and conditions of this Agreement, we will provide to you with the access to Mercer Learning Online portal (the "Portal") for the purposes of participating in the e-learning modules in accordance with your selection of the track(s) or module(s) (the "Services").
- (c) In this Agreement, 'you' and 'your' means the person who registered for the Services through our Portal. "We", "our", "us" and "Mercer" mean the Mercer legal entity providing the Services.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY ACCESSING, BROWSING OR USING THE PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN DO NOT ACCESS, BROWSE OR USE THE PORTAL, ANY CONTENT THEREIN OR ANY OTHER PART OF THE SERVICES.

### 2. PROVISION OF INFORMATION

- (a) You warrant that you have provided us with the correct and complete information during your registration with us. If you are applying on behalf of your organization, you further warrant and represent that you have the full right and authority to bind your organization to these terms and conditions of this Agreement. We reserve the right to not to accept or not to proceed with any application if (i) the information that is provided by you is incorrect or incomplete, or (ii) we consider we are unable to perform the Services due to non-availability of resources.
- (b) From time to time, we may require certain information from you during the provision of the Services. In such cases, you are responsible for the accuracy and completeness of all information and data that is provided to us by you or on your behalf. We will not be liable for any errors, deficiencies or omissions in any Services arising from any inaccurate or incomplete information provided by you or on your behalf to us. Unless agreed in writing with you, we will not verify that the data or information provided to us for the purpose of the provision of the Services is true, accurate or complete.
- (c) You agree to notify us promptly of any change to the information and data provided to us and of any new circumstances which might be relevant to the provision of the Services.

### 3. YOUR USE OF OUR SERVICES AND MERCER MATERIALS

- (a) The Services we provide to you are for your exclusive use and all data, letters, recommendations, proposals, reports and other information ("Mercer Materials") provided by us in connection with our Services contain proprietary, confidential information and are for your sole use and may not be shared with any third party (other than your legal advisors and affiliates on a need-to-know basis), unless otherwise agreed by Mercer in writing. In the event you or we share with your affiliates any Mercer Materials we prepare for, or provide to you in connection with the Services, you shall ensure that sharing of such Mercer Materials is subject to this Agreement.
- (b) You acknowledge that you will be required to procure and maintain at your own cost and expense any equipment, software, operating conditions and/or specifications needed to implement, receive and/or use the Services. You further acknowledge that the availability of the Services is subject to the technical capability of your internet service provider and/or other service provider. We will not be liable or responsible for your failure to access or unavailability of the Services as a result of a failure of equipment, software, operating conditions, non-compliance of technical specifications or any failure by your service provider(s).
- (c) You shall ensure that the Services supplied under this Agreement is solely used for consumption within your own organization and may not be re-sold, re-supply or otherwise re-provided by you to any other person(s). Without prejudice to our rights and remedies at law or in equity, any failure to comply with this provision may result in immediate termination of the Services by us without any liability to you. If you desire to re-sell or re-provide the Services, you shall enter into a separately negotiated agreement prescribed for the same by Mercer containing the terms and conditions for such re-sale or re-provision.
- (d) You shall be solely responsible for the use and consequences of the Services and for any content, information, data or the like stored by you, in or disseminated through your user account. We will not be liable or responsible to you or any other parties for any loss, corruption, destruction or alteration of any content, data, information or the like stored by you via the Services.
- (e) You shall not, or attempt to, and warrant that you shall not, or attempt to, (i) copy, duplicate, modify, create derivative works from or distribute all or part of any online training modules, (ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form to all or any part of the online training modules, (iii) access all or any part of the online training modules in order to build a product or service which competes with the online training modules and/or the Services, or (iv) use the online training modules or Services to provide services to third parties or attempt to obtain, or assist third parties in obtaining, access to the online training modules.
- (f) Mercer has provided you with a confidential password and personal/user identification number ("PIN") that will permit access to the Portal. Only persons to whom Mercer has issued a valid password and PIN are permitted to access the documentation and information contained in the Portal. You acknowledge that access to any information relating to you will be provided through the Portal to any person using your PIN. You must therefore do everything necessary to protect your password from disclosure to any other person. You will be responsible for all acts of unauthorised use of your Password/PIN. Any action or request made by the user of your Password/PIN will be deemed to have been made by you and the request may be carried out by Mercer without further enquiry. You must immediately notify Mercer if your Password/PIN has been lost or forgotten.
- (g) We may, at any time and without any notice, temporarily suspend the Services in whole or in part, for operational reasons such as repair, maintenance, upgrade or improvement of the Services or because of an emergency, and we will restore the Services as soon as reasonably practicable. We may also modify the Services at our sole discretion and without any notice to you.

- (h) You acknowledge and agree that the Services may include third party software and/or other related items to which you agree to bear any and all risk in respect of any use by you or your organization. We make no warranty or representation whatsoever in relation to any component of the Services and specifically disclaim any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose) in relation therewith to the maximum extent permissible by law. Accordingly, you shall not make any claim whatsoever against us or any of our affiliates that is based on your use of the Services.
- (i) You further agree not to submit any materials that contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information. You may not try to gain unauthorized access to the Services, other user accounts, computer systems or networks connected to the Services through hacking, password mining, or any other means. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy pages of this Portal or the content contained on it without our express prior written permission. We may (but need not) monitor, edit, or remove any content from the Portal that violates this Agreement.
- (j) You shall, at all times, be bound by and shall fully observe and comply with any and all terms of use of the Portal, privacy policy, and/or third party terms and conditions of use (collectively, "Other Terms") whether or not attached to this Agreement, including any variations and/or amendments thereto, that may or may not be notified to you by us or by such third party. You acknowledge and agree that it shall be a condition for the Services to be rendered or continue to be rendered, as the case may be, for you to agree to and be bound by and to fully observe such Other Terms.
- (k) Subject to our prior written consent, you acknowledge and agree that you shall be responsible for ensuring that the terms and conditions for the use of the Services and Other Terms are brought to the attention of, and complied with by, any person that you permit or allow to use the Services.

#### 4. DURATION OF SERVICES AND PAYMENT TERMS

- (a) The Services shall commence on the date that we provisioned the Services to you for a period of one (1) year or such period as may be mutually agreed and detailed in our invoices to you, subject to our confirmation of your registration information and your activation of your user account.
- (b) In consideration for the Services, you or your organization will be required to pay us the fee(s) in accordance with your selection of the track(s) or module(s) during your registration.
- (c) All fees are exclusive of goods & services tax, value added tax or similar taxes, which will be added as appropriate.
- (d) You agree to pay our invoices within 30 days of the invoice date. If any amount is unpaid 30 days after the invoice date we may at our discretion suspend your access to the Portal and any or all of the Services until all invoices are fully paid. We may impose a late interest charge at an interest rate as permitted by law, accruing and compounding on a daily basis, on such late payment until such time the full amount (including any late interest charges thereof) is received by us.

#### 5. TERMINATION

- (a) This Agreement may be terminated by either party giving a 30 days' notice in writing to the other party. Until the other party receives such 30 days' notice, the Agreement will remain valid.

- (b) We may terminate this Agreement if your use, content or conduct in relation to the Services is deemed unlawful, including, without limitation, unauthorized use or transfer of the user account to a third party, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other user accounts in the Portal.
- (c) We may terminate this Agreement or any particular Services, immediately upon written notice to you if we reasonably determine that the provision of Services would violate applicable laws or professional regulations or expose Mercer or the Mercer Group to any sanction, prohibition, or restriction under United Nations Security Council Resolutions or under other trade or economic sanctions, laws or regulations.
- (d) You acknowledge and agree that any balance or unutilized fees are not refundable upon the subscription and commencement of the Track(s) as a result of any termination.
- (e) Upon termination, all data and user account(s) will be removed and deleted from the Portal.

## 6. LIMITATION OF LIABILITY

- (a) The maximum aggregate liability of Mercer and any other member of the Mercer Group relating to or arising out of this Agreement or the Services provided under this Agreement shall be limited to the total of the fees actually paid by you to us for the Services to which such claims relate.
- (b) This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- (c) In no event will Mercer or any member of the Mercer Group be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss relating to, arising out of or in connection with this Agreement or the Services provided under it.
- (d) In respect of any loss suffered by you, for which any member of the Mercer Group and any other party is (on any basis) liable, the Mercer Group's aggregate liability shall be limited so as to be proportionate to the relative contribution of the relevant members of the Mercer Group to the loss in question.
- (e) This Section will not apply to any liability arising as a result of fraud or willful default on the part of Mercer or any member of the Mercer Group nor to any liability which cannot lawfully be excluded or limited.

## 7. ELECTRONIC COMMUNICATIONS

We may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks (including the security risks of interception of, or unauthorized access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communication sent to you. You will also be responsible for checking that the messages received are complete. In the event of a dispute the records maintained in the Mercer system shall be deemed definitive in respect of electronic communication and documentation passing between us.

## 8. CONFIDENTIALITY

- (a) We will treat any information in our possession, which relates to your business as confidential. It will be necessary for us to disclose information that you consider confidential to other parties, where we reasonably consider necessary for providing Services to you, or for internal review, audit and administrative purposes.
- (b) Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.
- (c) We may identify you as a client and reference your organization's name and logo on any marketing materials that we give to you or third parties. If you do not wish us to reference your organization's name and logo, then please advise the Learning Coordinator.
- (d) Mercer has all rights and interests in, and copyright to all text and graphic images in the Portal (unless the text and graphic images form part of any other material which has not been prepared by Mercer). The information contained in the Portal is not intended for re-publication or distribution. You may not distribute the text, graphics or other information obtained while using the Portal to others, "mirror" or include the information on your own server, or modify or re-use the text or graphics without the express written permission of Mercer.
- (e) You may print or download your information contained in or obtained from the Portal. Mercer reserves all other rights to the Portal, its content and all rights subsisting in them.
- (f) Intellectual property rights in certain material on or processes used in constructing or accessing the Portal may be the property of third parties. If you seek to reproduce or otherwise use any such material or process in any manner which would involve the exercise of the rights of the intellectual property owner, it is your responsibility to seek permission for that reproduction or other use from the relevant third party or parties.
- (g) You may not download, reproduce, transfer, publish, alter or use any logos, symbols or trademarks belonging to Mercer and displayed at the Portal for any purpose.
- (h) Mercer retains all copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience, and any graphic or digitized representations of any of these, possessed by Mercer and reflected at any time on the Portal.

## 9. DOCUMENT RETENTION

Mercer may retain documents for business effected on your behalf in electronic form or paper in accordance with its document retention policy in effect from time to time. Thereafter we may destroy documents without further reference to you.

## 10. DATA PROTECTION AND DATA SECURITY

- (a) You confirm that any data provided to us in connection with this Agreement is provided in compliance with all applicable personal data protection and privacy laws. This includes, without limitation, any obligation, if any, of you (and your organization) to obtain any required consent(s) in respect of (i) the transfer of data to us by you or any third party relating to an identified or identifiable individual that is subject to applicable personal data protection or privacy laws ("Personal Data"), and (ii) the use, processing, disclosure and/or transfer by us of Personal Data as necessary to perform the Services or as contemplated under this Agreement.

- (b) In the event that we engage other parties in the course of the provision of the Services and who are involved in the processing of Personal Data, we will take reasonable steps to ensure that such third party agrees in writing to act only on our instructions and will comply with all applicable personal data protection or privacy laws. Where such party is located outside of the jurisdiction in which we are located, we will take reasonable steps to ensure that the processing of any Personal Data by such party, including its transfer to any other party, complies with all applicable personal data protection and privacy laws.

11. FUNCTIONALITY

If you are accessing the Services through a mobile device, you agree that information about your mobile access may be disclosed to us, including information about your mobile access carrier and your mobile device. You acknowledge and agree that you are responsible for all charges and all permissions necessary to access the Services through your mobile device carrier and on your mobile device.

You further acknowledge and agree that the use of the Portal may require access to certain functions of your mobile device which may include, but are not limited to, the photograph/picture library and camera function. If you do not allow access to such functions of your mobile device, the Portal may not function properly and part or all of the Portal may not be used on your mobile device.

We may also, from time to time, offer optional or additional functionality, content or other services to the Portal. You acknowledge and agree that by accessing, browsing, or using those optional or additional functions, such access, browse, or use of the optional or additional functions will be solely at your own risk and Mercer shall not have any liability with respect to your opt-in of such additional functions.

12. CONFLICTS OF INTEREST

We currently or may in the future act for other clients in circumstances which could potentially lead to a conflict of interest (such as one of your competitors or a person who has a commercial relationship with you). In these cases we agree to observe non-disclosure procedures (such as firewall protocols and other safeguards) to ensure confidences are protected.

13. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws, statutes and/or regulations relating to bribery and corruption.

14. UNFORSEEN EVENTS

We shall not be in breach of this Agreement or liable for delay in performing, or failure to perform, any of our obligations under this Agreement if such delay or failure results from events beyond our reasonable control.

15. AMENDMENT, WAIVER AND ASSIGNMENT

We reserve the right to amend the terms and conditions of this Agreement and you shall be bound by the terms and conditions so amended. We will notify you of such changes through written notice, electronic mail, or the Portal or such other form as we may think appropriate. You or your organization's continued use of the Services after such notice shall be deemed acceptance of the changes. No consent, assent, approval or agreement from any third party shall be necessary for such amendment. Neither party may assign this Agreement without the prior written consent of the other, except that we may assign any part of this Agreement to our affiliate. Failure or neglect by a party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in

any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

Each time you access, browse, download or use any of the Services through the Portal, you are deemed to ratify your agreement to the then-current terms and conditions of this Agreement. It is your responsibility to know and understand this Agreement, including any changes or additional terms added in accordance with the procedure in this Agreement. As a result, we strongly recommend that you check regularly for any updates or changes to this Agreement, which is accessible at any time on or through the Portal.

16. SEVERABILITY

If any provision of this Agreement is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17. ENTIRE AGREEMENT

(a) This Agreement sets out the entire understanding of the parties.

(b) Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement made in this Agreement.

18. GOVERNING LAW

This Agreement will be governed by and construed in accordance with laws of Singapore and any dispute arising under it shall be subject to the exclusive jurisdiction of the courts of Singapore.

19. NO THIRD PARTY BENEFICIARIES

Neither this agreement nor the provision of Services is intended to confer any rights or benefits on any third party. No third party shall have the right to enforce the terms of this Agreement except members of the Mercer Group who shall be entitled to enforce any specific terms of this Agreement, should any claims be brought against them.

20. DISCLAIMER

THE PORTAL MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE PROVIDE THE ACCESS TO THE PORTAL AND THE SERVICE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE SERVICE; THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT OR MATERIALS INCLUDED ON THE PORTAL OR THIS SERVICE; OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE DO NOT WARRANT:

(A) THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,

(B) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE, OR

(C) THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT MERCER SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE PORTAL. YOU AGREE THAT MERCER IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS.

MERCER DOES NOT WARRANT THAT THE PORTAL, ITS SERVERS, OR E-MAIL SENT FROM THE PORTAL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU DOWNLOAD ANY MATERIAL THROUGH THE USE OF THE SERVICE AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MERCER OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH HEREUNDER.

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