

TERMS AND CONDITIONS.

Please read this agreement carefully as it forms a binding contract between you (the User) and Legal & General in relation to your use of the Legal & General Website and the Online Services. This document contains the terms and conditions on which Legal & General agrees to (a) the use of your Username and Password; (b) your access to the Online Services; and (c) your placing of Electronic Instructions. These terms and conditions are referred to as the 'Agreement'.

This Agreement governs the Online Services only. By entering into this Agreement, Legal & General does not seek to hold itself out and should not be treated as holding itself out with respect to offering or providing any other service, including but not limited to providing investment advice. Without limitation to the generality of any clauses in this Agreement limiting the liability of Legal & General, we shall not be responsible for investment advice given by or any other activity carried on by any other person which causes or contributes to you making any investment or similar decision.

Definitions

In this Agreement the following expressions shall have the following meanings, unless inconsistent with the context:

'Content'

Means certain material and information appearing from time to time on the Legal & General Website and made available to the User under this Agreement.

'Electronic Instructions'

Means an electronically transmitted instruction relating to the Products.

'Equipment'

Means the hardware, software and peripherals the User uses to access Online Services (excluding hardware, software and peripherals owned or operated by Legal & General).

'Group Company'

Any company which is a direct or indirect subsidiary of Legal & General Group plc.

'Joint Holder'

Means any person who jointly holds any of the Products with the User.

'Legal & General' or 'we' or 'us'

Means the relevant Group Company which makes the Products and/or Online Services available on the Legal & General Website from time to time.

'Legal & General Website'

Means Legal & General's website currently found at www.legalandgeneral.com and such other websites as may be maintained by or for Legal & General from time to time.

'Online Services'

Means the facility that allows the User to perform such functions as may be set out on the Legal & General Website from time to time, including the placing of Electronic Instructions, viewing the User's accounts and monitoring performance of the User's Products which include the services branded as 'My Account' and 'Manage Your Account'. Use of the Online Services is subject to the Terms of the Products.

'Password'

Means the password chosen by the User or as may be subsequently changed by the User, which in conjunction with the User's Username enables the User to access My Account.

'Products'

Means the products and services made available to the User by Legal & General via the Online Services from time to time.

'Security Details'

Means the details used by a User to log into the Online Services.

'Terms'

Means any documentation or instructions governing the operation and supply of Products and services and which may be set out on Legal & General websites from time to time.

'Username'

Means the Username which has been chosen by the User or by Legal & General for the User (as may be subsequently changed by the User). When the Username is used in conjunction with their Password it enables the User to access Online Services.

'User' or 'you'

Means the person who applies to use Online Services.

1. Agreement

1.1. This Agreement and the User's right to use Online Services will not come into effect until (a) Legal & General has received from the User notice of their acceptance of the terms of this Agreement; and (b) Legal & General has accepted such notice. The User's right to access the Online Services will then continue until this Agreement is terminated in accordance with clause 7 below.

1.2. The User must notify Legal & General immediately if any of the details given to Legal & General on the registration form for Online Services change.

2. Using Online Services

2.1. The User has a Username and Password which enable the User to access Online Services. We may notify you from time to time of changes in the security information we may require for accessing Online Services.

2.2. The User's right to use Online Services is personal to the User and the User may not permit any other person to gain access to Online Services using the User's Username or Password. This includes a power of attorney which we will not accept as being a substitute for the User.

2.3. The User accepts that details of the User's holdings in or information relating to the Products will be held on a system that can be accessed via the Internet and that detail of the User's holdings in or information relating to the Products can be obtained by input of the User's Username and Password.

2.4. Unless the User holds a Product jointly, in which case the User and Joint Holder should read clauses 2.5 below, the User will be treated as authorising Legal & General to act on Electronic Instructions placed by using the User's Username and Password without further written confirmation to Legal & General. This authorisation remains in force until Legal & General receives notice from the User of termination of such authorisation. Such notice will not affect the completion of Electronic Instructions which have already been placed by the User and confirmed by Legal & General pursuant to this authority.

2.5. The User will not be able to issue Electronic Instructions for Products that it holds jointly with a Joint Holder. For these products, Legal & General requires the written agreement of all Joint Holders to process instructions.

2.6. The User agrees that Legal & General will, pursuant to an Electronic Instruction, deduct and credit amounts to Products and other accounts held by the User, as agreed with Legal & General from time to time.

2.7. It is the User's responsibility to ensure all transaction details are correct before sending/transmitting their Electronic Instructions. We may make fraud prevention checks into an Electronic Instruction and may refuse to act on an Electronic Instruction:

- if we are permitted to do so under any Terms;
- if we are not reasonably satisfied that the Electronic Instruction is lawful;
- if we consider the Online Services have been or are likely to be misused; or
- for fraud prevention purposes. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information by fraud prevention agencies may be used can be obtained by contacting Legal & General at: Group Financial Crime, 7th Floor, Brunel House, Fitzalan Road, Cardiff, CF24 0EB.

If we refuse to act on an Electronic Instruction, we will make reasonable efforts to tell you, with reasons for the refusal (if possible) and any factual errors that led to the refusal. We will not do this where it would be unlawful to do so.

2.8. We will provide confirmation of our acceptance of the User's Electronic Instructions in accordance with the Terms of the Product(s) relating to the Electronic Instruction. We recommend that the User keeps a record of this confirmation.

2.9. The User should notify Legal & General as soon as possible if (a) the User does not receive confirmation within 10 days of placing an Electronic Instruction; or (b) the User believes there is an error in the confirmation; or (c) the User believes an Electronic Instruction has been made in error. If you fail to notify us as soon as possible of any of these circumstances occurring, you will be deemed to have accepted the terms of the transactions as stated in the confirmation provided to you by us.

2.10. You understand that the Terms control the operation of the Products and that the Online Services are provided subject to those Terms. Other than in respect of accepting Electronic Instructions, in the event of a conflict between the Terms and this Agreement, the Terms shall prevail. For the avoidance of doubt, even where the Terms provide that only a written instruction will be accepted, the User will be treated as authorising Legal & General to act on Electronic Instructions submitted in accordance with this Agreement.

- 2.11. Changes in technology from time to time may make the Equipment obsolete or otherwise unsuitable for accessing Online Services. The User will be solely responsible for providing, updating, or replacing any part of the Equipment and for any telecommunication and other related costs. Legal & General makes no warranty as to the suitability or otherwise of the Equipment, which is the User's sole responsibility.
- 2.12. Legal & General does not currently make a charge for the Online Services but reserve the right to do so in the future provided that we provide you with adequate notice in accordance with clause 8 of this Agreement.
3. Responsibilities
 - 3.1. You will be responsible for all losses you may incur if you act fraudulently in the use of Online Services.
 - 3.2. We will take reasonable care to ensure that any information provided to you by us is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information received from that third party.
 - 3.3. You may not:
 - 3.3.1. interfere or tamper with, alter, amend or modify the Content or functionality of the Online Services, or any part of it;
 - 3.3.2. copy or disassemble any of the software comprised in the Online Services; or
 - 3.3.3. attempt to do any of the above or permit any of the above to be done, in each case, except as necessary to use the Online Services in accordance with the provisions of this Agreement or as expressly required, or allowed by law.
 - 3.4. You may not reproduce, modify or in any way commercially exploit the Content. In particular, you may not do any of the following without the prior written permission of Legal & General:
 - 3.4.1. redistribute any of the Content, including by using it as part of any library, archive or similar service; or
 - 3.4.2. remove any copyright or trademark notice from any copies of the Content.
 - 3.5. You are responsible for ensuring the security of the Equipment from which you access the Online Services.
 - 3.6. You will ensure that any information you provide to Legal & General in connection with the use of the Online Services is to the best of your knowledge complete, accurate and up-to-date.
 - 3.7. In order to prevent fraud and money laundering we will pass onto fraud prevention agencies any false or inaccurate information that we receive in relation to the User's use of the Online Services or if we identify or suspect any case of fraud occurring. You can contact Legal & General at: Group Financial Crime, 7th Floor, Brunel House, Fitzalan Road, Cardiff, CF24 0EB.
4. Security
 - 4.1. Once you have registered for the Online Services and accepted the terms and conditions of this Agreement, you will be able to use your Security Details to access the Online Services.
 - 4.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of your Online Services Security Details. These precautions include, but are not limited to all of the following:
 - keeping safe your Security Details;
 - never writing down or otherwise recording your Username and Password in a way that can be understood by someone else;
 - not choosing Security Details that may be easy to guess;
 - taking care to ensure that no-one hears or sees your Security Details when you use them;
 - not allowing anyone else to have or use your Username or Password and not disclosing them to anyone, including the police and us, except when registering for the Online Services or resetting your Security Details;
 - keeping information containing personal details about your Online Services account and your Products safe and disposing of them safely;
 - keeping your personal computer secure by using antivirus and anti-spyware software and a personal firewall;
 - never recording any Password or other Security Details on any software which retains it automatically; and
 - following all security measures recommended by the manufacturer of the device you use to access Online Services.
 - 4.3. Please note that after initial registration we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately on 0345 073 0785. We are available Monday to Friday between 8:30 am and 6 pm (call charges will vary and we may record and monitor calls).
 - 4.4. If you become aware or suspect that your Username and Password may be used unlawfully or without your consent then you must immediately call us on 0345 073 0785. We are available Monday to Friday between 8:30am and 6 pm (call charges will vary and we may record and monitor calls). If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of your Security Details. Once you receive confirmation from us that this notification has been received, you shall not be liable for any Electronic Instruction placed using your Username and Password.
 - 4.5. Where an Electronic Instruction is confirmed by use of the User's Security Details, but you subsequently satisfy us

that is was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with this Agreement, and you have not acted fraudulently.

- 4.6. You will be responsible for all Electronic Instructions received by us between the time you pass the security procedure until you exit from the Online Services. Please note that this includes any input errors, or instructions sent by someone other than yourself so please do not leave the device you are using to access the Online Services unattended while you are still logged onto the Online Services.
- 4.7. At its sole discretion Legal & General may bar the use of the User's Username and Password from time to time due to security or other concerns or for general administration purposes. Legal & General will inform the User as soon as reasonably possible of such action. The User may then request a new Username and select a Password following the procedures advised by Legal & General.
- 4.8. To ensure that the Online Services provided by Legal & General reflects the highest level of confidence for our customers, Legal & General has developed a high level of security. Legal & General employs the following security measures to protect your security and personal information:
 - 4.8.1 128-bit secure sockets layer encryption engine that provides high levels of security minimising the risk of your confidential information being read by anyone else; and
 - 4.8.2 Firewalls, antivirus software and access monitoring tools that are used to identify any potentially fraudulent behaviour.
5. Limitation of Liability
 - 5.1. Legal & General shall use reasonable endeavours to ensure that the Online Services and the Legal & General Website can be accessed at all times. However, there may be events beyond our reasonable control that mean that the Online Services or any part of it or the Legal & General Website may be temporarily unavailable or restricted. Please see clause 6.1 for a list of those circumstances.
 - 5.2. Legal & General makes no warranty or representation that the Online Services will be capable of being accessed at all times. The Online Services or any part of it may be temporarily unavailable, or restricted for administration or other reasons. Save where required to do so by law, Legal & General does not accept any responsibility and will not be liable for any loss or damage arising out of, or in connection with, the unavailability of the Online Services or withdrawal of any part of it.
 - 5.3. Due to the inherent nature of the Internet, Legal & General does not give any warranties, express or implied, or make any representations as to the accuracy, adequacy or ability to access, or any delay in access, security of access, suitability or security of use of the Online Services or any of the Content.
 - 5.4. Unless we agree specifically with you otherwise, we shall have no liability for:
 - any Equipment, software or associated User documentation which any person other than us produces at any time for use, or which can be used, in connection with Online Services;
 - any services through which you access Online Services which are not controlled by us.

6. Events beyond our reasonable control
- 6.1. We will perform our obligations set out in this Agreement unless a significant event beyond our reasonable controls prevents or restricts our ability to do so. There may be some circumstances that are beyond our reasonable control. These include the following:
 - strikes, lockouts or other industrial action;
 - civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - restrictions imposed by legislation, regulation, or other governmental initiatives that are not as a result of our misconduct;
 - recession or significant economic collapse of a market, company or country;
 - failure of external utilities (for example telecommunications networks or power) leading to an unavoidable disruption; or
 - the inoperation, or interruption of the Internet or other telecommunication services.
- 6.2. If an event described above occurs we'll use due care and diligence when considering how to respond and we'll make sure our response is fair and proportionate. We won't be liable or responsible for any failure or delay in performing any of our obligations described in this Agreement as a result of such circumstances, but:
 - 6.2.1. we'll use reasonable efforts to minimise any adverse impacts on you as far as reasonably possible; and
 - 6.2.2. we'll tell you if you're being disadvantaged, as soon as we can.
- 6.3. There may be other significant events outside our control that we're unable to anticipate. If such an event impacts our ability to perform our obligations under this Agreement:
 - 6.3.1. we'll advise you as soon as we're reasonably able to and let you know how we intend to deal with it; and
 - 6.3.2. how quickly we're able to let you know may depend on the severity of the event.
7. Termination
- 7.1. Legal & General may terminate your right to use Online Services at its absolute discretion by giving you 60 days' prior written notice at any time.
- 7.2. Legal & General may terminate your right to use Online Services at its absolute discretion by giving you notice which will be effective immediately if you are in breach of the terms of this Agreement.
- 7.3. The User may terminate their right to use Online Services by giving notice in writing to Legal & General at the address below, which will be effective on receipt by Legal & General, but this will not affect Electronic Instructions that have already been placed by the User and confirmed by Legal & General.

Legal & General Group plc
Web Support Team
7th Floor
Brunel House, 2 Fitzalan Road
Cardiff
CF24 0EB
- 7.4. Upon receipt, your written instruction to terminate this Agreement will be processed without undue delay.
- 7.5. Upon termination of this Agreement, your right to access the Online Services will cease.
8. Variation
- 8.1. Legal & General has the right to vary the terms of this Agreement from time to time by posting an amended version of this Agreement on the Legal & General Website, which you shall be given notice of prior to accessing Online Services. You will be able to access this Agreement via a link on the Help and Support section of the Legal & General Website which will show the date this Agreement was last updated. Please revisit this Agreement from time to time to check for changes. Use of the Online Services implies your acceptance of the current terms and conditions of use.
- 8.2. Legal & General may, where we consider it appropriate for you or your protection, suspend, withdraw or restrict the use of Online Services, or any part of it. We will tell you as soon as practicable if we take such action.
9. Waiver
- The failure or delay by any party (a) to exercise or enforce any of its rights; or (b) to enforce any obligation which the other party is in breach of under this Agreement, is not a waiver of that right nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.
10. Notices
- 10.1. Any notice or other document to be given under this Agreement must be in writing, and a notice or other document will be effectively given if made in any of the following ways (a) by prepaid post; (b) by email; (c) by facsimile; and (d) in the case of Legal & General only, by posting on the Legal & General Website.
- 10.2. Any notice or other document to be given under this Agreement shall be addressed as follows: (a) for notices to Legal & General: the relevant addressee and address as set out on the Legal & General Website from time to time; and (b) for notices to the User: the address stated in the User's registration for the Online Services or as notified to Legal & General from time to time.

11. Copyright and trade marks
- 11.1. Copyright in the pages of the Legal & General Website and the Online Services, in the screen displaying the pages and in the information, texts, graphics and material contained therein and their arrangement is owned by Legal & General Group plc, unless otherwise stated.
- 11.2. All trademarks, service marks, company names or logos are the property of their respective holders and no permission is given by Legal & General in respect of the use of any such trademarks, service marks, company names or logos and such use may constitute an infringement of the holders' rights.
- 11.3. Reproduction of the pages of the Legal & General Website or the Online Services in whole or in part, without the prior written consent of Legal & General, is strictly prohibited unless for private, non-commercial viewing purposes.
12. Severance
If any provision in this Agreement is determined by any court or competent administrative body to be unenforceable for any reason, then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect the rest of this Agreement which shall remain in full force and effect.
13. Conflict
- 13.1. In the event of a conflict between this Agreement and the rules and regulations of any self-regulatory body or other body governing the activities of Legal & General and governing the Products, then the rules and regulations of such self-regulatory body or other body shall prevail.
14. Law
This Agreement is governed by English Law. The Legal & General Website contains information on the products and services of the Legal & General group of companies only unless otherwise stated.