

# TERMS AND CONDITIONS

## VMPM Superannuation Funds Client Online Portal

These Terms and Conditions govern the use of the web-based portal administered by Victoria Mutual Pensions Management Limited in respect of its Superannuation Funds (“VM Pensions Online”). It is agreed that as an Online User (“the User” “You” and “Your”) the following terms and conditions will govern your use of VM Pensions Online.

1. **Definitions**

Unless the context requires a different interpretation, the following terms shall have the meanings below, and references to the masculine include the feminine and references to the singular shall also include the plural and vice-versa:

“**Access Data**” means all personal and non-personal data available to the User of VM Pensions Online.

“**Account**” means any account created by a User to facilitate access to VM Pensions Online.

“**Accountholder**” means the individual, corporation, partnership, association or sole proprietor who has created a VM Pensions Online Account.

“**Business Day**” means a day other than a Saturday, Sunday, excluding banks holidays in Jamaica.

“**Instructions**” means any request by the User to effect any of the following on his/her Account:

- a) Change of beneficiary information;
- b) Make request for retirement quotation;
- c) Make request for Statement;
- d) Change demographic details;
- e) Make changes to voluntary contribution percentage;
- f) View accumulated balances;
- g) Upload member documents;

“**PIN**” means personal identification number and is a security code used for verifying Your identity.

“**Security Codes**” means the numbers, letters, symbols or any other characters which are combined to provide the User with exclusive, private and confidential access to VM Pensions Online and are used to verify the identity of the User and includes the Biometrics used to access VM Pensions Online from Your mobile phone or other electronic device.

“**Text Message**” is the transfer of short messages between two or more mobile devices and include “SMS” (short messaging system) messages.

“**VM Pensions**”, “**we**”, or “**our**” mean and refer to Victoria Mutual Pensions Management Limited.

## I. Description of Agreement

### 2. Scope

This Agreement governs the use of VM Pensions Online to access Accounts and utilize a range of online services through the use of any compatible devices capable of facilitating access to VM Pensions Online through the Internet. User should read the terms and conditions carefully.

This Agreement does not replace Your obligations under any pre-existing Agreements with VM Pensions governing the proper operation of your approved retirement scheme account(s) but shall be in addition to and must be read together with such Agreements.

VM Pensions, in its sole discretion, has the power to cancel or suspend the Security Codes and other Access Data without prior notice to the User.

### 3. Acceptance of Terms and Conditions

Use of the Access Data and/or Security Codes to access VM Pensions Online will be deemed an acceptance of and agreement with the Terms and Conditions by the User. By virtue of this Agreement, the User agrees to carefully read all updates and notifications related to VM Pensions Online, posted from time to time on the Internet or website.

Use of VM Pensions Online Services on Your Mobile Phones

You must meet and comply with the technical and security requirements that we establish regarding VM Pensions Online that we may revise from time to time.

We confirm that there is no contractual arrangement or relationship between VM Pensions and Your internet service provider and mobile carrier as it relates to VM Pensions Online. Any arrangement in that regard is solely between You and said mobile carrier and/or third party.

You confirm that all charges and costs associated with the use of Your mobile phone or other electronic device are for Your account and that You are responsible for the payment of such costs incurred.

VM Pensions Online and its related systems, Security Codes and other features are not to be used for any purpose which is illegal, defamatory, or may cause actual or threatened harm to other users or which jeopardizes or threatens to jeopardize the security and integrity of VM Pensions Online and/or its related systems. By accepting these Terms and Conditions, the User agrees and understands that the use of VM Pensions Online requires strict adherence to and observance of our Privacy and Security Policies.

### 4. Service Hours.

VM Pensions will use its best endeavors to have VM Pensions Online available 24 hours a day, 7 days a week, each day of the year, except during system maintenance and upgrades or where there are service interruptions caused by circumstances beyond the control of VM Pensions.

### 5. The User's duty to protect Access Data and Security Codes

The User has ultimate care and control of the Access Data and/or Security Codes and agrees to take every reasonable precaution to keep them safe and confidential, including using complex passwords, not keeping written records of Access Data and/or Security Codes or volunteering such information to others. The User agrees not to give or make the Security Codes and/or Access Data available to unauthorized individuals. The User will be held responsible for any payment which he/she authorizes on VM Pensions Online using the Access Data and/or Security Codes.

### 6. Lost or Stolen Access Data or Security Codes

Where a User believes that his Access Data and/or Security Codes have been lost or stolen or that someone may attempt to use the VM Pensions Online services without consent or has altered information of the User without permission, the User must notify their Human Resource Personnel within 24 hours.

## 7. User's Responsibilities

VM Pensions does not hold itself liable to User for transactions which take place in circumstances of fraud, intimidation, force or trickery. Such incidents must however be reported to VM Pensions within 24 hours of occurrence to minimize the actual or potential losses to the affected person(s) AND the User agrees to cooperate fully with VM Pensions in respect of any subsequent investigation, and to use best efforts to cause any other affected person(s) to cooperate fully with VM Pensions in respect of any such investigation.

The User is responsible for ensuring that his/her computer or any other device used to access VM Pensions Online is adequately secured with the appropriate Access Data and Security Codes and must ensure that he/she is aware of the steps to be taken to mitigate the risks associated with using online services such as VM Pensions Online. The User must familiarize himself or herself with our Privacy and Security Policies located at <https://myvmgroup.com/privacy-policy/> and is responsible for all transactions which are completed through VM Pensions Online, including:

- a) The use of the Access Data and/or Security Codes by the User or any person to whom the User has made the Access Data and /or Security Codes available.
- b) The User's failure to maintain the security and confidentiality of the Security Codes and assigned Access Data with the result that they are lost, stolen or misused.
- c) An entry error or where fraudulent or invalid information is added to User's profile.
- d) Any other circumstances not mentioned in this list which would reasonably be the sole responsibility of the User.

## 8. VM Pension obligations

VM Pension endeavors at all times to deliver a reliable product with superior service and will use its best efforts to ensure that VM Pensions Online functions in accordance with the Terms and Conditions governing service. VM Pensions does not warrant that VM Pensions Online will at all times be free from errors, security issues, delays or interruptions, or that the system will be able to meet all the needs of the User. VM Pension shall not be responsible for any loss, damage whether direct or indirect, costs, charges or expenses incurred by You while using the VM Pensions Online service.

VM Pensions shall not be liable for the operational failure of VM Pensions Online or of any participating network device or for any injury, loss or damage arising from criminal activity or otherwise, that may be suffered by the User or any other person in the use of the network devices on or near premises housing same or in the use of VM Pensions Online.

VM Pensions shall not be liable for any unauthorized use of the Access Data and/or Security Codes or for any loss resulting from circumstances over which VM Pensions has no direct control, including but not limited to:

- a) Where the User inputs incomplete and inaccurate information.
- b) Failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problem, operator error or log in sequences or processing delays.
- c) Failure of the User to log off from VM Pensions Online thus allowing access to your personal information by unauthorized users.
- b) Harm or Loss to a personal computer, or other similar device or any records or data or any other device used to access VM Pensions Online.
- e) Unavailability at any time of VM Pensions Online, irrespective of the cause of such unavailability.
- f) Cyber-attacks as a result of the User's failure to refrain from adhering to the required protocol for use of devices to connect to the internet, or as a result of any cause whatsoever.

There may be other exceptions not specifically mentioned in this Agreement.

## 9. Care and control of Your mobile device

You are required to determine with Your wireless provider if Your mobile phone or other electronic device is capable of accessing the internet. It is Your responsibility to verify that the Mobile App can be used on Your mobile device and the rates which may be applicable from Your mobile data service provider.

You are responsible for the security and storage of Your mobile phones or other electronic devices and for keeping all information on Your mobile phone or electronic device confidential and secured. You should bear in mind that Your use of the VM Pensions Online via Your mobile phone may require You to download and store information on Your mobile phones, and Your mobile phone may have the capability to retain and store this information even after you have exited the VM Pensions Online portal. Anyone with access to Your mobile phone or other electronic device may be able to view this information and other contents of Your mobile device.

**10. Safeguarding your User Information**

You must keep Your user information/personal data (which include: password, Access Data and Security Codes such as a Personal Identification Number (“PIN”)) confidential. You must take all the necessary steps to safeguard and protect your user information/personal data on Your mobile phones and other electronic devices.

You must not store or write down Your Access Data, Security Codes or PIN, or share them with anyone. You should also avoid storing them in Your mobile phone or other electronic device and take the necessary steps to secure your mobile phones or other electronic devices at all times.

VM Pensions will never send You an e-mail, pop-ups, SMS or any other kind of internet request or text message on Your mobile phone(s) or other electronic devices which will ask You to reveal Your password, Access Data, Security Codes, PIN or any confidential information and You must not respond to any e-mail, pop-ups, or any other kind of internet request or text message purporting to come from VM Pensions requesting such information.

You must notify VM Pensions immediately in the event You discover that Your mobile phone or any other device used to access VM Pensions Online is compromised.

**11. Updating Mobile Phone Number or change of device**

It is Your responsibility to update Your profile regarding any change in Your mobile phone number. VM Pensions will not be responsible for any transaction which may be completed using the mobile phone number You use to register your profile for use on the VM Pensions Online.

**12. Notices**

VM Pensions reserve the right to send You notifications, updates, promotional information via any of the electronic devices used to gain access to VM Pensions Online.

**13. System Security**

VM Pensions will make reasonable efforts to ensure that the VM Pensions Online system and mobile service does not contain programming codes or instructions, or viruses intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or hardware. VM Pensions, however, disclaims all warranties, whether expressed or implied, as to the absence of possible contamination.

**14. Reasonable Security Procedures**

By using VM Pensions Online, the User acknowledges and agrees that VM Pensions has put in place commercially reasonable system security procedures for online transactions, identity verification, protection against unauthorized access by third parties, and protection against undisclosed programmes or extraneous code or data that may be reasonably expected to damage data, software, systems or operations. User agrees to adhere to the procedures and measures implemented by VM Pensions in furtherance of these efforts.

**15. VM Pension’s Right to terminate the Agreement**

VM Pensions, in its sole discretion, may cancel without any prior notice, the User’s Access Data and/or Security Codes and terminate this Agreement, or suspend or refuse to provide any further VM Pensions Online services to the User.

**16. User's right to cancel the service**

Unless otherwise provided in this Agreement or agreed to by VM Pensions, the User may deactivate access to VM Pensions Online by contacting the Member Engagement Centre or VM Pensions at the published numbers.

**17. Disclosure of Account Information**

VM Pensions may disclose information to third parties in relation to the account(s) or transactions of Users, including:

- a) To subsidiaries and affiliates of VM Pensions including overseas operations;
- b) If the VM Pensions shall deem it necessary to make such disclosures to protect the interests of the VM Pensions from any harm, loss or injury;
- c) To comply with any requirement for disclosure imposed by law, pursuant to the directives of any Court or duly empowered government agency or department;
- d) Where VM Pensions has received written permission (including electronic instructions) or where it is necessary for activating additional services requested; and
- e) In any other circumstances in which the User shall give written authorization to make such disclosure

**18. Change of Address, E-mail Address and Telephone Number**

The User must notify VM Pensions immediately of any change of address, e-mail address or telephone number by contacting the Member Engagement Centre or VM Pensions.

**19. Electronic Communications**

Unless instructed otherwise, the User agrees that VM Pensions may send him/her promotional electronic messages about other products and services offered by the VM Group, based on the contact information provided to VM Pensions by the User, and that VM Pensions may respond to any electronic message that is sent by the User via the message function on VM Pensions Online. Any electronic message sent to a User by VM Pensions shall be treated as if it were sent by pre-paid post and shall be considered received within three (3) days of the date sent by VM Pensions, irrespective of whether the User has signed on to the VM Pensions Online system within that time frame.

Instructions issued to VM Pensions from your e-mail address and/or transactions executed online using VM Pensions Online are deemed to come from or be authorized or executed by You, and it is agreed and understood by the User that VM Pensions will be entitled to act on such instructions and allow the completion of such transactions without query or further investigation.

The User understands that cell phones and Internet e-mails are not always a secure means of communication and therefore assumes full responsibility for the risks associated with doing so. These risks include the possibility that:

- a) Someone could intercept, read, transmit or alter my messages;
- b) E-mail messages could be lost, delivered late, or not received;
- c) Computer viruses could be spread by e-mail causing damage to computers, mobile phones and other electronic devices software or data.

VM Pensions recommends that You use up-to-date virus checking software.

**20. Indemnity**

The User indemnifies and renders VM Pensions harmless from any claims, damages, demands and expenses that VM Pensions incurs (other than due to its own gross negligence or willful misconduct), including amongst other things, all legal fees and expenses arising from VM Pensions acting or refusing to act on any of the User's instructions given under this Agreement.

User agrees and undertakes at all times hereafter to save, defend and keep harmless and fully indemnify VM Pensions and its assigns from and against any claims, expenses, loss or damage which may arise in relation to use of an VM Pensions Online Account.

The User further agrees that VM Pensions shall not be liable for acting in reasonable reliance on instructions received via VM Pensions Online, whether or not such instructions were actually authorized by User, or for any delay in the compliance with any such instructions.

Further, VM Pensions shall not be required to verify any instructions received prior to taking steps to carry into effect the instructions and shall not be liable in any respect whatsoever in relation to any transaction conducted on the Account on the basis of such Instructions.

**21. Force Majeure**

VM Pensions shall not be liable to User for any failure to perform its obligations, delay or other circumstance, where it is as a result of circumstances beyond its reasonable control, including, but not limited to industrial disturbances such as labour disputes or strikes, acts of God such as hurricane, storms, floods, lightning, earthquake; utility, communication or transportation delays or failures; insurrection, riots, casualty, war, acts of public enemy; embargoes or blockages; actions, restrictions, regulations or orders of any government agency or department.

**22. Severability**

In the event that any provision in this Agreement is held to be invalid, illegal or unenforceable, then the offending provision(s) shall be severed from the effect to that extent and it shall not impair or affect the validity, legality or enforceability of the remaining provisions.

**23. Assignment**

The User may not assign this Agreement to any other party. VM Pensions may assign this Agreement at any time in the future, to a directly or indirectly affiliated company and may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**24. Complaints**

In the event of any complaints regarding this service User may send details of the complaint to [manager@myvmgroup.com](mailto:manager@myvmgroup.com).

**25. No waiver**

VM Pensions shall not be deemed to have waived any of its rights or remedies in this Agreement unless such waiver is in writing and signed by VM Pensions. No delay or omission on the part of VM Pensions in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver or any rights or remedies on future occasions.

**26. Headings**

Headings are for reference purposes only and are used for convenience. They do not form part of this Agreement and shall not control or affect the meaning or construction of any provisions of this Agreement.

**27. Changes to Agreement**

It is understood and agreed that VM Pensions may at its sole discretion make changes to these Terms and Conditions from time to time to add, delete or amend its terms, applications or services. The User will be notified of such changes by mail or by electronic message. If the User maintains the VM Pensions Online Account(s) after the effective date of a change or uses the Access Data and/or Security Codes after the amendments come into effect, the User will be deemed to have indicated that he or she has received, understood and agreed to the changes as published on [asfvmpmclientportal.myvmgroup.com](http://asfvmpmclientportal.myvmgroup.com)

**28. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Jamaica.

**29. Conflict**

If there is a conflict between a term in these Terms and Conditions and in any agreement between You and VM Pensions, then these terms and conditions will apply to the extent necessary to resolve the conflict.