

TAL Life Limited
(ABN 70 050 109 450)

TAL Adviser Centre Terms and Conditions of Use

Overview

The content on the TAL Adviser Centre ('TAC') is made available by TAL Life Limited (ABN 70 050 109 450) and its associated companies (referred to in these terms and conditions as 'TAL', 'we' and 'us').

These terms and conditions apply to your use of the TAL Adviser Centre.

If you do not agree to these terms and conditions you cannot use the TAC.

Terms and Conditions

General

1. The TAC is for the use of financial advisers and their support staff only.
2. You must not use the TAC unless:
 - a) you are a financial adviser; or
 - b) you are employed by a financial adviser
 and either you (or your employer where you are employed by a financial adviser) or your dealer group are parties to Distribution Agreement with us.
3. You are permitted to access the TAC in accordance with any instructions or directions posted on the TAC from time to time for the purposes of:
 - a) facilitating a transaction on behalf of your client(s) in relation to Financial Products (as defined under the Corporations Act 2001 (C'th) offered by us via the functionality provided on the TAC subject to the relevant Disclosure Document (as that term is defined in clause 6.1) ('Financial Product') to your Client(s); and
 - b) for you to access the content.
4. You agree that where we are required, by law or otherwise, to provide you with a document or notice, you consent to the provision of that document or notice via electronic means and/or through links provided via this TAC.

Registration and log in

5. The activation process for the TAC requires you to enter your provided user ID and temporary password. You are then required to set a new password and three security questions and answers (the '**User Identification Details**'). You must keep your User Identification Details confidential and secure against any improper or unauthorised use.
6. You are responsible for any action or instruction carried out in conjunction with your User Identification Details and authorise us to act on any instructions that we receive in conjunction with your User Identification Details.
7. You accept full responsibility and indemnify TAL for any expenses, loss, damage, costs, demands or liabilities arising out of or in connection with the use, including without limitation any improper or unauthorised use, of your User Identification Details, except where you have previously notified us in accordance with these Terms and conditions that the security of your User Identification Details has been breached.
8. If you become aware or suspect that:
 - a) your User Identification Details (or any part of them) have been lost, stolen or misused;
 - b) any person has obtained knowledge of your User Identification Details;
 - c) any person is accessing the TAC without your authorisation; or
 - d) the security of your User Identification has otherwise been compromised,
 you must:
 - i) notify us immediately by telephoning the TAL Adviser Service Centre on 1300 286 937 (or any other number that we advise from time to time); and
 - ii) change your password and security questions and answers immediately.
9. We may restrict, suspend, alter, log you off, or terminate your access to the TAC or any service available in the TAC at any time without cause and without notice to you.

Intellectual property rights

10. All material available through the TAC is owned by or licensed to TAL and is protected by intellectual property rights. You agree not to access, download or otherwise use any material on the TAC in any way not expressly authorised by us. You accept full responsibility and indemnify us for any expense, loss or liability that we incur as a result of any use by you of the material on the TAC that is not expressly authorised by us. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the TAC.

Links to third party information and websites

11. Links from the TAC to pages on any other website are provided for your convenience only and do not constitute a recommendation or endorsement by TAL of the content of those pages. Use of these links is at your own risk. TAL does not control and is not responsible for any information or material found on those linked pages, or any website of which they form a part and TAL does not endorse any views or recommendations of third parties included or referred to in any of the information on the TAC.
12. You are not authorised to establish a link to the TAC or use a TAL owned logo or trademark without our prior express written permission.

Collection of information

13. We may gather, process and use:
 - a) information which you submit or otherwise provide when using the TAC, including your name, physical address, telephone number, e-mail address and any other details you provide.
 - b) information regarding the manner in which you use the TAC, including, without limitation, all information gathered as a result of the use of "cookies". "Cookies" operate as tracing devices which are stored on your hard drive and identify you when you return to the TAC.
14. You agree:
 - a) that we may handle your personal information and that of your client(s) in accordance with our privacy policy (refer to the Privacy link on this TAC) as amended from time to time;
 - b) to comply with all applicable legislation in relation to the provision of and security of information including obligations under the Privacy Act 1988 (C'th).

Online Transactions for Financial Products

15. If you use the TAC to facilitate an application for the issue of a Financial Product you warrant that you either hold an Australian Financial Services Licence (as that term is defined in the Corporations Act 2001 (C'th) ('AFSL') or are authorised by a holder of an AFSL who is permitted to access the online transaction process, with the necessary authorisations to allow you to:
 - a) facilitate an application by your client(s);
 - b) access the content; and
 - c) perform any other transaction or function that you perform.
16. You agree to make that application strictly in accordance with TAL's acquisition rules posted on the TAC from time to time.

17. You agree:
 - a) to provide your client(s) with the relevant Disclosure Documents in their complete and unaltered form prior to submitting the Application on their behalf;
 - b) to comply with any request by us to provide your client(s) with paper copies of any Disclosure Document that has been provided to them electronically;
 - c) that the information contained in an application for a Financial Product submitted is a true and accurate record of the information provided in the Application Form signed by your client(s) and verbal and other representations given to you by the client;
 - d) warrant that prior to the lodgement of an application that, you have the appropriate written signed authority from your client(s) to proceed with the relevant application.
18. You acknowledge that the terms and conditions relating to the issue of the Financial Product are contained in the Disclosure Documents for that Financial Product and are not governed by these terms and conditions.
19. By sending any information to TAL or completing an application for a client via the TAC you agree to indemnify TAL and all of its employees, officers and agents against any loss or damage suffered by them as a result of any use of, or reliance on that information or your breach of these terms and conditions.

Disclaimers

20. Use of the TAC is at your own risk.
21. TAL will use all reasonable endeavours to provide access to the TAC at all reasonable times. However, subject to law, TAL does not give any guarantee, warranty or representation in relation to the availability or accessibility of the TAC or any of the services available in the TAC or that they will be uninterrupted or error-free.
22. TAL makes no warranty that the use or operation of the TAC or any aspect of the TAC, or any of the services available on the TAC or their functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law. Nor do we warrant the accuracy or completeness of the information on the TAC or accept any responsibility or liability arising in any way (including by reason of negligence) for errors in, or omissions from the information on the TAC.

Enforceability

23. Any part of these Terms and conditions that is or becomes invalid, illegal or unenforceable for any reason shall be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions of these Terms and conditions.

