

Product Addendum eAlerts! Terms ("eAlerts Terms")

1. Terms

- 1.1 Reference is made to our General Terms Governing Accounts and Services (Non-Individual Customers) (the "**General Terms**") and your Country Addendum thereto as may be applicable, each as may be amended, restated, supplemented or varied by us from time to time (the "**Customer Agreement**"). This is a "**Product Addendum**" referred to in the General Terms.
- 1.2 Capitalised terms used but not defined in this Product Addendum shall have the meaning given to them in the Customer Agreement.
- 1.3 In the event of any conflict or inconsistency between any of the provisions of these eAlerts Terms and any of the provisions of the Customer Agreement, the provisions of these eAlerts Terms shall prevail to the extent necessary to give effect to these eAlerts Terms.

2. Your Authorisation

By completing and submitting the eAlerts! application form ("**eAlerts! Application Form**"):

- 2.1 You request and authorise us to send specified information by email and/or SMS to the designated persons at the email address and/or phone number set out in the eAlerts! Application Form. You consent to us disclosing all information in the email and/or SMS as per the disclosure provisions in the Customer Agreement.
- 2.2 You authorise us to keep copies of and/or use the email and/or SMS as needed for providing the service of sending specified information via email, SMS, and/or other media we deem appropriate ("eAlerts Service") and for protecting our interests.

3. Your Responsibilities

You acknowledge and accept the following:

- 3.1 Communications by email and/or SMS are not guaranteed to be secure or error-free. There is a risk that information in an email and its attachment and/or SMS, including potentially confidential information, may be intercepted, corrupted, lost, destroyed, or delayed in transmission.
- 3.2 We do not warrant that any email or its attachments and/or SMS we send will be free from malware or other harmful components.
- 3.3 You are responsible for the content of the email and/or SMS, and the use of the eAlerts Service and information in the email and/or SMS is at your own risk.
- 3.4 We are not required to check if the email and/or SMS has been received or inform you in the case of a failed transmission. We may decide not to send the email and/or SMS at our discretion.
- 3.5 The production by us of the email and/or SMS sent out by us will be conclusive proof of its contents regardless of whether the email and/or SMS was received.



- 3.6 You must notify us immediately of any change in the information provided in the eAlerts! Application Form. You must also inform us promptly if you know of or suspect any unauthorised access to the email and/or SMS. You agree to comply immediately with all reasonable assistance requests from us and/or the police in trying to recover any losses or identify actual or potential breaches of security.
- 3.7 You must not reply to any email and/or SMS sent by us through the eAlerts Service. You shall not damage, impair, interfere with, or disrupt the eAlerts Service or its functionality.
- 3.8 If you receive an email and/or SMS not intended for you, you must promptly notify us and upon notifying us, delete such email and/or SMS from your records. You must not use the information in such email and/or SMS for any purpose.
- 3.9 You acknowledge that security is a paramount concern in accessing information provided via email and/or SMS and agree that you are solely responsible for maintaining and reviewing your security arrangements concerning access to and use of your telecommunication, computer, or other electronic equipment or system and information stored therein and your access to the eAlerts Service.
- 3.10 You agree to comply with these eAlerts Terms and any other instructions or recommendations we may issue to you regarding security for the use of the eAlerts Service.

4. Exclusions of Liability

- 4.1 We shall not be liable for any Loss, in connection with any of the following:
 - 4.1.1 Any incompatibility between your equipment and our system for providing the eAlerts Service;
 - 4.1.2 Any error(s) in transmission of, or any inaccurate or incomplete data or information;
 - 4.1.3 Any loss or abuse or unauthorised or inadvertent disclosure of information contained in the email and/or SMS, including customer information;
 - 4.1.4 Your reliance on the data or information contained in the email and/or SMS;
 - 4.1.5 Any cessation, interruption, or delay in transmission or any wrongful interception of the eAlerts Service, any email and/or SMS through any telecommunications, computer, or other electronic equipment or system (whether owned, operated, or maintained by us or by any other person);
 - 4.1.6 Any corruption or loss of data during transmission through the internet or any computer or any electronic or telecommunications equipment, terminal, or system used or operated by us or any other person including any error generated in the transmission of the email and/or SMS;
 - 4.1.7 Any breach of our obligations or duties to you caused by or arising from any of the above events or matters, even if we or our agents or employees had been advised of the possibility of such Loss. This exclusion shall take effect to the fullest extent permitted by law.
- 4.2 No representation or warranty is made by us to you or any person, and no obligation or liability is assumed by us regarding the availability or continued availability or operation of the eAlerts Service or any telecommunication or electronic equipment, system, or terminal (whether or not provided, operated, or maintained by us). We do not guarantee when the email and/or SMS will be sent or received (if at all). We shall have no liability whether in contract, tort, or otherwise for any Loss which may be suffered in connection with the timing of the sending and/or receipt of the email and/or SMS (if at all).
- 4.3 Any liability of ours to you in respect of any Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the eAlerts Service.



5. Termination of the eAlerts Service

5.1 A termination of the eAlerts Service, however effected, shall not release you from your obligations under Clause 3 and any other provision which by its nature, effect, or intent is meant to survive as a continuing obligation following termination.

6. Third Party Providers

6.1 You acknowledge that your information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage or use while in such storage.

7. Miscellaneous

7.1 The eAlerts Service, data, and information received via the email and/or SMS are proprietary to us.

8. Rights and Remedies

8.1 Our rights and remedies under these eAlerts Terms are cumulative, and are without prejudice and in addition to, any other rights and remedies which we may have under the Customer Agreement, any other contract, at law or in equity. Our exercise of any one right or remedy, shall not operate to hinder or prevent the exercise of any other right or remedy by us.

