

Terms of Use of PRUShoppe

AGREEMENT

Please read the following terms and conditions carefully. By accessing PRUShoppe, you agree to be bound by these terms and conditions:

1. I understand and agree that this Agreement ("Agreement") between me and Pru Life Insurance Corporation of U.K. ("Pru Life UK") states the terms and conditions of my use and access of PRUShoppe within the Pulse app ("PRUShoppe"). I represent that by using PRUShoppe, I am qualified and have the capacity to enter into this Agreement.

In offering PRUShoppe, Pru Life UK is making available services through the facilities of the Internet which allow me to purchase insurance products online. I agree to use PRUShoppe in accordance with this Agreement.

I understand that for further assistance, I can contact the PRU Customer Action Team at (632) 8887 LIFE (8887 5433, for Metro Manila) or 1 800 10 PRULINK (1 800 10 7785465, domestic toll-free).

2. I understand that PRUShoppe is designed to be used by myself only and is not targeted at persons under the age of 18. If, in purchasing an insurance product, I give someone else's personal information (such as when designating another person as the Life Assured or beneficiary), Pru Life UK will take this to mean that I have been appointed and authorized by such persons on their behalf. This includes providing consent to:

- the processing by Pru Life UK of their personal information (including any sensitive personal information, such as on health); and
- my receipt of the Pru Life UK Security and Privacy Notice on their behalf.

I can only designate a person under the age of 18 as the Life Assured or beneficiary and give Pru Life UK such person's personal information if I am the person's parent or legal guardian or have the prior consent of the person's parent or legal guardian, and subject to any further conditions or requirements set by Pru Life UK.

3. **Jurisdiction.** Pru Life UK is not offering any life insurance product to or soliciting any business from any person outside the Philippines. PRUShoppe is available for use only by persons within the Philippines. Pru Life UK has included technical detection controls to ensure that purchases are made within the Philippines.

This Agreement shall be interpreted and governed by the laws of the Republic of the Philippines. Pru Life UK and I agree to submit to the sole and exclusive jurisdiction of the courts of Taguig City, Metro Manila, Philippines with respect to any legal proceeding which may be initiated in connection with this Agreement.

4. I acknowledge that I have read the Security and Privacy Notice of Pru Life UK at <https://www.prulifeuk.com.ph/en/footer/privacy-policy/> and consent and agree to those terms. I understand that the Security and Privacy Notice likewise applies to PRUShoppe.
5. I agree that PRUShoppe is the proprietary property of Pru Life UK. I agree not to use PRUShoppe except as authorized by this Agreement.
6. I agree that Pru Life UK may, in whole or in part, at any time, without need for prior notice, amend, modify or change the terms of this Agreement or terminate the same. Any notification of changes in this Agreement will be posted on the notifications center of the Pulse app.

I agree that Pru Life UK may immediately terminate its services in relation to PRUShoppe if I breach this Agreement or if I have jeopardized the proper and efficient operation of its services. Any unauthorized use of PRUShoppe by me, whatsoever, shall result in the automatic termination of this Agreement.

7. I agree that Pru Life UK and its employees, affiliates, and subsidiaries shall not be responsible for any damage caused by communications line failure, unauthorized access, theft, systems failure, and any other occurrences beyond their control. I agree to provide all equipment and facilities necessary to access PRUShoppe and will be solely responsible for paying all charges related thereto.
8. I acknowledge and agree that I am liable for any and all charges and expenses incurred in connection with my use of PRUShoppe. Pru Life UK will not be liable for any loss incurred as a result of its termination of this Agreement or my right to access PRUShoppe at any time, whether with or without cause or notice. Further, Pru Life UK will not be liable for any loss incurred as a result of any limits on access to features or other restrictions on my access to parts or all of PRUShoppe whether with or without notice.
9. I expressly acknowledge and agree that the use and storage of my policy and any/personal information, including without limitation to my account information transaction activity, and any other information available through my use of PRUShoppe, is at my sole risk and responsibility. Pru Life UK does not make any representation or warranties express or implied including without limitation any implied warranties of merchantability or fitness for a particular purpose in respect of PRUShoppe.
10. In no event will Pru Life UK be liable for any loss or damage whatsoever and howsoever, occasioned whether or not arising from or in connection with my access and/or use of PRUShoppe including any direct, indirect, incidental, consequential or special loss or damages (including without limitation, loss of profit or interest) resulting from any defect in or use of PRUShoppe. This limitation of liability will apply to the fullest extent permitted by applicable law.
11. PRUShoppe utilizes Internet services to transfer data and/or communications and Pru Life UK will take reasonable security precautions in connection therewith, but Pru Life UK disclaims any liability for interception of any such data or communications. Pru Life UK shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of Internet or network services. Pru Life UK will not be liable for any loss or damage whatsoever and howsoever occasioned whether or not arising from or in connection with my access and/or use of PRUShoppe including any direct, indirect, actual, moral, nominal, temperate, liquidated, exemplary, consequential, punitive, economic or special losses and damages (including without limitation, loss of profit or interest), and including (but not limited to) the following:
 - a. any loss arising from Pru Life UK acting on instructions I have issued, but which, in fact, was an unauthorized use of PRUShoppe;
 - b. my reliance on the information provided as part, or by means, of PRUShoppe;
 - c. any failure by me to follow the most updated instructions and procedures for using the services offered on PRUShoppe;
 - d. any loss associated with system failures, processing errors, software defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, viruses, Trojan horses, time bombs, trapdoors or other fraudulent actions and inadequate recovery capabilities which arise despite Pru Life UK's use of reasonable security precautions;
 - e. any disclosure of any information to third parties arising as a result of my fault or negligence;
 - f. any cessation or interruption of the availability or operation of PRUShoppe; or

- g. any breach of Pru Life UK's obligations or duties to me caused by or arising from any one or more of the events or matters set out in any or more of the foregoing subparagraphs of this clause 11.
12. Pru Life UK is the owner of the trade and service marks displayed on PRUShoppe. These trade and service marks may only be used or reproduced with prior written consent from Pru Life UK and may not be used in connection with any product or service that is not Pru Life UK's in any manner or that disparages or discredits Pru Life UK. All other trade and service marks that appear on PRUShoppe are the property of their respective owners, who may or may not be affiliated with or connected to Pru Life UK. PRUShoppe is protected by copyright as a collective work and/or compilation, pursuant to international copyright laws and international conventions and is the exclusive property of Pru Life UK. The contents of PRUShoppe are only for my personal, non-commercial internal use. All materials contained in PRUShoppe (such as text, graphics, logos, buttons, icons, images, audio clips, digital downloads, data compilations and software) are protected by copyright, and are owned or controlled by Pru Life UK or the party credited as the provider of such materials. I agree to abide by any and all additional copyright notices, information, or restrictions contained in any such materials on PRUShoppe.
13. I recognize that my use of PRUShoppe may involve transmission of information to or from me that may be considered personal financial information. I consent to the transmission by electronic means of such information through PRUShoppe; such consent shall be effective at all times that I use PRUShoppe.
14. **Payments.** Pru Life UK uses a third-party payment processor to handle secure payment and is not responsible nor will be held liable for any acts or omissions of such third-party payment processor.

When I purchase an insurance policy, I may need to supply Pru Life UK or a third-party payment provider payment details and any additional information required to complete my purchase, including but not limited to my credit card number, the expiration date of my credit card and my address and contact information for billing and delivery (such information, "Payment Information"). I am aware that online payment transactions are subject to validation checks by the third-party payment provider and my card issuer, and Pru Life UK is not responsible if my card issuer declines to authorize payment for any reason. I represent and warrant that I have the legal right to use all payment methods represented by any such Payment Information and that, for credit card or debit card payments, the card is in my name and I am the principal cardholder.

The amounts due and payable by me for my purchase of the insurance policy will be presented to me before I complete the transaction. If I choose to purchase an insurance policy, I authorize Pru Life UK to provide my Payment Information to third party payment providers to complete the transaction and agree (a) to pay the applicable premium and other fees and taxes (if any); (b) that Pru Life UK may charge my credit card or third party payment processing account, including, but not limited to, my account with the app store or distribution platform (like the Apple App Store or Google Play) where PRUShoppe is made available (each, an "App Provider"), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that my App Provider, bank or other financial service provider may levy on me as well as any taxes or fees that may apply to my purchase.

I will receive a receipt of payment once payment is completed. My premium payment is not binding on Pru Life UK until accepted and confirmed by Pru Life UK and the corresponding insurance policy is issued. All payments made are non-refundable and non-transferable, except if I exercise my right to the free-look or cooling-off period, if such a period is provided under the insurance policy.

If I have any concerns or objections regarding charges, I agree to raise them with Pru Life UK first. I agree not to cancel or reject any credit card or third-party payment processing charges unless I have made a reasonable attempt at resolving the matter directly with Pru Life UK.

Pru Life UK reserves the right to not process or to cancel my purchase in certain circumstances including but not limited to the following situations: (i) if my credit card is declined, if Pru Life UK, the third party processor or card issuer suspects that the request or purchase is fraudulent, or (ii) in other circumstances Pru Life UK deems appropriate in its sole discretion.

Pru Life UK also reserves the right, in its sole discretion, to take steps to verify my identity in connection with my purchase of the insurance policy. I may need to provide additional information, including Payment Information, to verify my identity before completing the transaction. Pru Life UK will either not charge me or refund the charges for purchases that it cancels or does not process.

15. By my (i) use and/or continued use of PRUShoppe, or (ii) access and use of the products and services provided through PRUShoppe I signify my agreement to indemnify and to keep Pru Life UK, its directors, employees, nominees, agents and independent contractors fully and effectively indemnified against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by Pru Life UK including, but not limited to, in connection with or arising from:
 - a. my use of PRUShoppe;
 - b. any unauthorized instructions that might be transmitted through my account in PRUShoppe or any instructions, which are incomplete, inaccurate, or garbled;
 - c. my breach or non-observance of any warranties provided and of these terms and conditions; and/or
 - d. the use of devices (including use of the devices by third parties) and/or any digital certificate whether authorized or not or arising from my negligence, misconduct, or breach of any terms of this Agreement.
16. If any provision of this Agreement is declared invalid by any tribunal or competent authority, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such nature that it cannot be adjusted, the provision shall be deemed deleted upon this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
17. PRUShoppe may provide links to third-party websites. My use of any third-party websites is at my sole risk. Pru Life UK is not responsible for examining or evaluating the content or accuracy of any third-party websites and have no liability for any such third-party websites.
18. The text of this Agreement herein written in the English language is the authentic text and any difficulties and uncertainties in interpretation arising shall be solved by reference to this text and shall prevail over any translation made hereof.