



**CONGRUENT CALCULATIONS™**  
**GENERAL TERMS AND CONDITIONS**

1. These general terms and conditions govern approval of subscribers, withdrawal of approval and the use of the Congruent Calculations™ platform (the “service”). The service comprises a number of web accessed calculators (alternatively referred to as a “Calculations Portal”), used for valuation (including valuation for redress purposes). The service is offered, subject to your agreement to the terms and conditions and your acceptance, without modification of any of the terms and conditions including, without limitation, Congruent’s privacy policy, except as provided as follows namely : In its sole discretion, Congruent may agree, in writing signed by a Director, to provide the service with written variations to the terms and conditions.
2. The service is provided by Congruent Actuarial Limited (“Congruent”) and the agreement for use of the service is an agreement with Congruent. The intellectual property rights in the software comprising Congruent Calculations™ is owned by Congruent Risk Limited which has licensed use of the software to Congruent. The calculation methods and algorithms form part of the intellectual property and are confidential. Congruent Risk Limited ensures that those parts comprising technical actuarial work meet the required professional standards. You agree not to take or permit any action that could lead to damage to the intellectual property rights of Congruent Risk Limited including reverse engineering, providing access to any other person or passing details to any other person (except to the extent necessary to carry out operations provided for by these terms and conditions).
3. Congruent Calculations™ is only provided for use for business purposes. “You” and “your” mean the legal entity requiring the service whether that is a sole trader, partnership, limited liability partnership, company or other legal entity. Acceptance of the terms and conditions means acceptance by the legal entity requiring the service.

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Anyone saying, or otherwise implying or indicating, that they act on behalf of the legal entity must have the authority to do so in accordance with the governance provisions of the legal entity.

4. In accordance with advice received from Counsel Congruent is carrying out a "Regulated Activity", as referred to in the Financial Services and Markets Act 2000 (as amended), if Congruent Calculations™ is used to provide assistance in the making of a claim including assistance to a potential or actual claimant or to an adviser of a potential or actual claimant (the "purpose"). Accordingly, you agree that Congruent Calculations™ will not be used at any time for that purpose except to the extent that Congruent has agreed in writing and only to the extent of that agreement and provided all conditions attaching to the agreement are satisfied.
  
5. Congruent Calculations™ enables calculation results to be produced but those results may be incorrect, or not appropriate for the intended purpose, because an operator may not have the required level of skill or does not operate the system to the required level of skill or does not apply the required level of diligence to ensuring that the terms and conditions and other instructions are referenced and followed or, where it is apparent that additional information should be sought does not do so or is not sufficiently diligent in doing so. It is also possible for results to be conveyed inappropriately to a third party through failure or deliberate action of a subscriber. If this occurs it may be damaging to the reputation of the intellectual property and to Congruent. Accordingly, Congruent reserves to itself the right to approve subscribers, limit who can operate the system on behalf of a subscriber at any time, require proposed operators to be submitted in advance to Congruent for approval, and withdraw approval. Without limiting the rights that it has reserved to itself Congruent will normally require that a subscriber who will use the system to carry out any function that is a regulated function to confirm that it will ensure that at all times it is fully aware of all aspects what is required to comply with the applicable regulation, and that it will only allow operation of the system by (or under the immediate supervision of) staff who are acceptable to Congruent - Congruent will have the right to require information to satisfy itself and to repeat the process at any time.

6. All results obtained from the Congruent Calculations™ calculator include a CMC™ ("Check My Calculation") report which includes a unique control Id and the following wordings:

*DISCLAIMER: The CMC™ is a product of the subscriber operating the CONGRUENT CALCULATIONS™ service and is subject to all the terms and conditions applying to the operation by the subscriber. In particular, the subscriber is responsible for determining that the required calculation is within the scope of the software, including the specific structure of the scheme benefits to be modelled, and that the data entered has been validated before being entered and has then been entered correctly; the subscriber is then responsible for checking that the details in the CMC™ are correct.*

*WARNING: Issue of this CMC™ is NOT a statement that the responsibilities stated in the disclaimer have been completed; if a certificate is required by a customer etc of the subscriber to the effect that the subscriber has the required understanding of the responsibilities and has fully discharged those responsibilities this must be in a separate document referencing the control ID stated above.*

(Congruent offers a separate service, subject to payment of Congruent's fee for the separate service and subject to Congruent's general terms and conditions - which are available on its website. For the separate service Congruent will require all the relevant documents and will itself carry out the responsibilities stated in the disclaimer).

7. Please read this agreement carefully before accessing or using the service or continuing to use the service. By accessing or using or continuing to use any part of the service, you agree to be bound by the terms and conditions of the agreement. If you do not agree to all the terms and conditions of the agreement, then you should not access or use or continue to use the service. We may need to add, remove or modify one or more of the terms and conditions from time to time as a result of new or changed features or as a result of new or changed circumstances. When we do so we will display the change prominently in the Calculations Portal – if you do not wish to accept the change or changes please contact us immediately.

8. Unless we notify you that your subscription will renew (at the rate, and on terms, acceptable to both parties) your subscription will terminate at the end of the subscription period. We will permit access to the client portal for a minimum of a whole calendar month to consider any revised terms offered to you (if applicable) and to enable you to access to existing calculations but no new calculations will be permitted where a subscription has lapsed.
9. The subscription entitles you to support for operation of the client portal including an initial and repeat training sessions. That support does not extend to verifying the results of any calculation nor does it include checking the results against the user inputs (links may be provided to additional services such as these or others that are offered by Congruent subject to separate agreement). The service also includes access to email support which includes the ability to make requests for technical support assistance by email at any time concerning the use of the service.
10. The range of data that any Congruent Calculations™ calculator is designed to require in order to provide a result is based on a range of more common situations and will not cater for other situations. Where Congruent Calculations™ provides an option to load a pre-populated set or sets of some of the data that might be required for a calculation (referred to as a "template") that is not to be regarded as a permanent enhancement of the functionality provided but as a temporary facility provided for a user's or users' convenience and liable to removal by Congruent at any time - it does not comprise advice from Congruent and is subject to the provisions of these general terms and conditions.
11. A Congruent Calculations™ calculator does not carry out any validation of data entered. The user warrants that he is familiar with the range of possible circumstances that could affect a result and the need for data to be validated and the processes required to validate data and accepts the limitations of the Congruent Calculations™ calculator and accepts that it is the user's responsibility to determine for each calculation whether other data could be relevant and what is required to validate data so that, in absence of the required due diligence by the user, any result obtained from the Congruent Calculations™ calculator may be incomplete, inaccurate, or not

valid. The user acknowledges that any result produced by a Congruent Calculations™ calculator may be accompanied by explanations or caveats and notes concerning usage of the result and these form part of the result. Results are provided for the benefit of the user and Congruent makes no representation or warranty to any third party as to the accuracy or completeness of any result.

12. All results obtained from the Congruent Calculations™ calculator include an Extended CMC™ ("Check My Calculation") report that can be viewed and printed. The report explains in detail how the calculation results have been computed including the values of parameters used that are drawn from public information and a sufficiently large number of intermediate results to enable the results to be checked by you to a level of accuracy that is appropriate to the type of calculation. Accordingly you accept responsibility for the accuracy and suitability of all results.
13. The specification of a calculation using Congruent Calculations• does not require any data that is of a personal nature or identifiable to an individual. Accordingly, you agree not to enter any such data that may be personal or identifiable to an individual. Congruent does not store any data that is of a personal or identifiable data.