



**ZURICH**<sup>®</sup>

Workplace Solutions

**ZWS website**

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**Terms and  
Conditions**



## Background

The Dubai International Finance Centre Employee Workplace Savings Plan (DEWS Plan or Plan) is an end-of-service employee benefit plan which is a funded and professionally-managed, defined contribution plan. The initiative also offers a voluntary savings plan, allowing employees working in the DIFC to secure their financial future with ease.

This web-site enables Participating Employers and their employees (called Members in these terms) to be enrolled in the Plan; to have access to the Plan; to manage their contributions and investments; and to obtain information about their savings.

When we use the terms, 'you' and 'yours' in these Terms we are referring to Participating Employers and/or Members – depending on the context. When referring to Zurich Workplace Solutions (Middle East) Limited (ZWS) we sometimes refer to ZWS as 'us' or 'we'.

These Terms and Conditions of Service and Use (Terms) apply to and govern your use of the Plan website <https://zws.zurich.ae/> (Site) and all products, tools, software, and services that you access through it. The Site is administered by ZWS.

ZWS is a company registered in the Dubai International Financial Centre. Our registered office is: Zurich Workplace Solutions (Middle East) Limited Office No. 1606, 16th Floor, Index Towers, DIFC, Dubai, UAE.

All enrolment and management services are available via the Platform on the Site.

These Terms will apply whether you are a guest to the Site, a Member of the Plan (see clause 4 of these Terms), or a Participating Employer (see clause 2 of these Terms). By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with or accept these Terms, please do not use our Site.

Please note, acceptance of these Terms does not constitute participation in the Plan.

Through the Site you can view your benefits and will have access to a range of investment funds. No financial advice is given or implied by provision of the Site by ZWS.

## 1. REGISTRATION

1. By registering on our Site you understand that you are entering into a contract with ZWS on these Terms.
2. If you choose, or are provided with, a user identification code, password, or other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party save as permitted by these Terms. ZWS has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any provision of these Terms.
3. If you know or suspect that an unauthorised person has access to or knows your user identification code or password, you must notify ZWS immediately.
4. By continuing to access our Site or utilise our Services, you warrant that you have full power and authority to enter into these Terms and to perform your obligations under them.

## 2. PARTICIPATING EMPLOYERS

1. If at any time ZWS decides to (or is required by law or regulation to) amend its terms, ZWS shall use all reasonable endeavours to provide Participating Employers and Members with no less than one month's written notice of such changes.
2. The Participating Employer must put in place and monitor procedures to effectively mitigate the risk that unauthorised users will gain access to the Site and if required to provide evidence of such procedures and the monitoring undertaken, and will provide such information as ZWS shall reasonably require.

## 3. MEMBERS

1. Upon being Enrolled by a Participating Employer, you will become a Member of the Plan and will be issued an identification code and password. You can use this identification code and password to access and use the Members' Portal. Whilst you remain in the Plan, in consideration of you agreeing to be bound by these Terms, ZWS grants you a non-transferable, revocable, non-exclusive limited licence to use the facilities on the Site, including the Members' Portal.

## 4. ACCESS

1. Access to the Site is free of charge. ZWS does not guarantee that the Site, or any content on it, will always be available or uninterrupted. Access to the Site is permitted on a temporary basis. ZWS may suspend, withdraw, discontinue, or change any part of the Site without notice. ZWS will not be liable if, for any reason, the Site is unavailable at any time or for any period, but ZWS will try to give reasonable notice, if possible, of any suspension or withdrawal.
2. You are responsible for making all arrangements necessary for you to access the Site and any of the facilities available on the Platform.
3. The Platform and the Plan are directed to people residing in the UAE. ZWS does not represent that content available on or through the Site is appropriate or available in other locations. ZWS may limit the availability of the Site or any of the Services described or accessed through the Site to any person or geographic area at any time.
4. At all times when accessing the Site, you must ensure that:
  - i. you shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the Services that:
    - a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - b. facilitates illegal activity;
    - c. promotes unlawful violence;
    - d. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
    - e. is otherwise illegal or causes damage or injury to any person or property, and ZWS reserves the right, without liability or prejudice to its other rights, to disable the access to any person who breaches the provisions of this clause 4,
  - ii. you shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software and/or Documentation (as applicable) on the Platform in any form or media or by any means; or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software or Documentation on the Platform;
  - iii. you shall not access all or any part of the Platform in order to build a product or service which competes with the Services, or to use the Platform (or any part of it) to provide services to third parties.

5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Platform and, in the event of any such unauthorised access or use, immediately notify ZWS.

## 5. ZWS'S SERVICES

1. ZWS shall provide the Services and make available the Site to you on and subject to these Terms.
2. ZWS shall provide the Services using reasonable care and skill.
3. ZWS shall be responsible for ensuring that it complies with all applicable laws, regulations, regulatory policies, guidelines, or codes of practice in place from time to time in connection with the provision of the Services.
4. The undertaking shall not apply to the extent that any non-conformance is caused by the failure by you to provide ZWS with complete and accurate information. Notwithstanding the foregoing, ZWS:
  - i. does not warrant that the supply of Services will be uninterrupted or error-free;
  - ii. does not warrant that the Services will meet your requirements; and
  - iii. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
5. Content and guidance on the Site is provided for your general information only and to inform you about ZWS's Services. It does not constitute technical, financial or legal advice, or any other type of advice, and should not be relied on for any purpose.
6. ZWS warrants that it has and will maintain all licences, consents, and permissions necessary for the performance of its obligations under these Terms. If you have any questions or queries regarding how the Plan is administered and regulated, please refer to the Plan Rules.

## 6. YOUR OBLIGATIONS

1. In consideration for receiving the Services, you shall:
  - i. provide ZWS with such information as may reasonably be required to provide the Services and ensure that all such information and data provided to ZWS and/or uploaded or submitted to the Site is complete, true and accurate;
  - ii. co-operate with ZWS in all matters relating to the Services;

- iii. comply with all licence terms and conditions applicable to any third-party software as required in connection with the Services;
  - iv. comply with all applicable laws, regulations, regulatory policies, guidelines, or codes of practice in place from time to time in connection with the Services;
  - v. use due care and skill when using the facilities of, submitting data to, and analysing data from the Platform;
  - vi. be solely responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Services.
2. You agree to comply with any requests (which we may supplement from time to time) to confirm your identity, including verification of name, age, and address. If you do not, we reserve the right to suspend or restrict your access to the Site. We may make, directly or through a third-party, any inquiries we consider reasonably necessary to validate the information that you provide to us (including without limitation checking commercial databases and credit reports).

## 7. MEMBER DATA

1. During the course of our activities, we will process Personal Data and we recognise the need to treat it in an appropriate and lawful manner. You acknowledge that ZWS will be required to share Personal Data with the Plan Trustees, the administrators of Fund platforms through which Contributions are invested and the Fund Managers of the selected Funds but in doing so, ZWS will ensure that Personal Data will be shared securely and in compliance with its **privacy policy**. ZWS may be required by regulators in the DIFC, UAE, the European Union, UK and the Republic of Ireland to provide personal data for regulatory purposes and use of this web-site is taken as agreement for ZWS to allow information to be provided to regulators in accordance with ZWS's obligations to do so.
2. ZWS shall:
- i. process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and shall not process the Personal Data for any other purpose other than to notify you of other opportunities or Services that may be available to you by ZWS from time to time or as otherwise specified in its privacy policy. We will not transfer or sell your Personal Data to any third-party for this purpose. If you do not want us to contact you in this manner, please let us know.
  - ii. where possible and not in conflict with legal and or regulatory requirements and or good business practice,

- promptly comply with any request from a Member requiring ZWS to amend, transfer or delete the Personal Data;
  - iii. only collect any Personal Data in a form which complies with the Data Protection Legislation;
  - iv. provide, upon a Member's request, a copy of all Personal Data held by it in the format and on the media reasonably specified; and
- 3. ZWS shall ensure:
  - i. that it takes reasonable steps to ensure the reliability of any of ZWS employees who have access to the Personal Data;
  - ii. that access to the Personal Data is limited to those employees who need access to the Personal Data to meet ZWS's obligations under these Terms;
  - iii. that all of its employees involved with the Services are informed of the confidential nature of the Personal Data.
- 4. ZWS warrants that:
  - i. it will process the Personal Data in compliance with all Data Protection Legislation; and
  - ii. it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data.

How do we transfer personal information to other countries?

- i. Given the global nature of our business, we may transfer personal information to other countries. Where we transfer personal information to countries that are outside of the Dubai International Financial Centre we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that there is either an adequacy decision relating to the safeguards for personal information, or that the personal information is given adequate safeguards by using 'standard contractual clauses, or other solutions that are in line with the requirements of Dubai International Financial Centre data protection laws. Requests for a copy of the template used for the 'standard contractual clauses' can be made by contacting ZWS (see details below).
- ii. Each Participating Employer shall ensure that it is entitled to transfer the relevant Personal Data to ZWS so that ZWS may lawfully use, process and transfer the personal data in accordance with these Terms. ZWS shall be entitled to relief from liability in circumstances where a Member makes a claim or complaint with regards to ZWS's processing of Personal Data to the extent that such actions arise as a result of an instruction or direction from a Participating Employer.
- iii. The data provided by Participating Employers and Members will be hosted on computer servers that are owned and managed by third party providers of data hosting services.

**You agree that ZWS may use the services of any fit and proper provider and that the data may be hosted on servers in any jurisdiction.**

## **8. Chatbot**

### **Chatbot**

**The use of Chatbot is also subject to these terms and conditions.**

**Any communication between us and you using Chatbot will be treated as a communication authorised by you. Chatbot is provided to you, on our behalf by Reliance Jio Digital Services Limited. To help with unresolved queries, we will need to collect personal information about you including your name, date of birth and contact details. Please do not provide any sensitive information about yourself e.g. health details, financial details, etc. Personal details you provide to us via Chatbot will not be used for any other purposes except for the call backs from the customer HelpDesk.**



## 9. PROPRIETARY RIGHTS

1. ZWS owns all intellectual property rights to the use of the Site, the Services (including the Platform) and the Documentation. Except as expressly stated herein, these Terms do not grant any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

## 10. CONFIDENTIALITY

1. A party's Confidential Information shall not be deemed to include information that:
  - i. is or becomes publicly known other than through any act or omission of the receiving party;
  - ii. was in the other party's lawful possession before the disclosure;
  - iii. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - iv. is independently developed by the receiving party, which independent development can be shown by written evidence.
2. Subject to clause 10.1, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as required for the supply of the Services.
3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

## 11. LIMITATION OF LIABILITY

1. Disclaimer: The Site and Services are provided on an 'as is' basis. To the fullest extent permitted by applicable law, we hereby disclaim, and make no representations or warranties of any kind, express or implied, regarding the Site or the Services, including without limitation:
  - i. any implied representations, conditions, or warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement (whether by statute or common law);
  - ii. that the Site or the Services or the Plan will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, operate without error, or will

- iii. contain any particular features or functionality; or
  - iii. any implied warranty arising from the course of dealing or usage.
2. provided in these Terms:
    - i. You assume sole responsibility for results obtained from the use of the Services and the Documentation, and for conclusions drawn from such use;
    - ii. ZWS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to ZWS by a Member, Participating Employer or its Primary Contact, or any actions taken by ZWS at such parties' direction.
  3. Nothing in these Terms excludes the liability of ZWS:
    - i. for death or personal injury caused by ZWS's negligence; or
    - ii. for fraud or fraudulent misrepresentation.
  4. Subject to clause 13.1, 3.2 and clause 13.3, and to the fullest extent permitted by law:
    - i. ZWS shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and
    - ii. ZWS's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to:
      1. US\$100 if you are a Participating Employer;
      2. The annual aggregate Member Charges payable in the six months before the liability arose for Members; or US\$100 (whichever is the greater).
    - iii. Nothing in these Terms shall be taken as in any way reducing or affecting a general duty to mitigate a loss suffered by a party.

## 12. TERMINATION

1. If you are a Participating Employer or a Member, your participation in a Plan may be terminated at any time in accordance with the Plan Rules.
2. ZWS may suspend or terminate the Services immediately on written notice where required or obliged to do so by law, or where we reasonably believe your account has been accessed improperly or fraudulently.
3. In addition, we may terminate your access to our Services if you are in

material or persistent breach of any of your obligations under these Terms and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach.

4. On termination of these Terms for any reason:
  - i. subject to clause 15 (which shall continue as long as the Site is available generally), all licences granted under these Terms shall immediately terminate;
  - ii. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.

### 13. CHANGES TO THESE TERMS

1. ZWS may need to amend these Terms from time to time. Where you have registered with ZWS, ZWS will notify you of the changes made to these Terms by, where possible, providing at least one month's notice of such amendments. You acknowledge that this notice period may not always be possible where such amendments are required as a matter of law or regulation.

### 14. GENERAL TERMS

1. **WAIVER:** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
2. **SEVERANCE:** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
3. **NO PARTNERSHIP OR AGENCY:** Nothing in these Terms is intended to, or shall operate to, create a partnership or agency between the parties to these Terms or to authorise either party to act as adviser or representative of the other. No party shall have the authority to act in the name or on behalf of or otherwise to bind another party to these Terms in any way.

4. **FORCE MAJEURE:** ZWS shall have no liability for any breach of these Terms caused by an event or circumstance beyond its reasonable control.
5. **ENTIRE AGREEMENT:** These Terms, together with the Plan Rules constitutes the entire agreement between the parties in connection with the use of this web-site, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in accepting these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Plan Rules.
6. **THIRD PARTY RIGHTS:** These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the CONTRACT LAW DIFC LAW NO.6 of 2004 (Part 10: Rights of Third Parties).

## 15. GOVERNING LAW AND JURISDICTION

1. These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of DIFC and the courts of DIFC shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

## 16. INTERPRETATION

1. In these Terms:
  - i. a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;
  - ii. a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  - iii. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders;
  - iv. reference to a statute or statutory provision is a reference to it as it is amended, extended or re-enacted from time to time, and shall include all subordinate legislation made under that statute or statutory provision;

- v. any words following the terms including, include, in particular, for example or a similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- vi. an obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 17. DEFINITIONS

### 1. The following definitions apply in these Terms:

<b>Confidential Information</b>	Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10;
<b>Controller, Processor, Data Subject and Personal Data</b>	Shall each have the meaning given in DIFC Law No. 5 of 2020 or the regulations published pursuant to that law;
<b>Data Protection Legislation</b>	The DIFC Law No.5 of 2020s (as amended); The EU General Data Protection Regulation 2016/679 (GDPR the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case as may be amended, superseded, updated or replaced from time to time and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Data Protection authorities in the EU, DIFC or UAE.;
<b>Documentation</b>	The document made available by ZWS online via <a href="https://zws.zurich.ae/">https://zws.zurich.ae/</a> which sets out a description of the Services and the user instructions for the Services;
<b>Enrolled</b>	A Member shall be considered Enrolled into a Plan when enrolled by a Participating Employer;
<b>Joining Date</b>	The date of joining the DEWS plan, when enrolled by a Participating Employer.

<b>Member</b>	<b>A person working in the DIFC who is employed by a Participating Employer and meets the Plan requirements.</b>
<b>Member Data</b>	<b>The data inputted by the Member, or a Participating Employer on the Member's behalf, for the purpose of using the Services or facilitating the Member's use of the Services;</b>
<b>Members' Portal</b>	<b>That portion of the Site accessible by Members and pursuant to which a Member can read about and manage their plan.</b>
<b>Participating Employer</b>	<b>The business entity whose Participation Agreement has been submitted and accepted by the Plan Trustees in accordance with these Terms;</b>
<b>Participation Agreement</b>	<b>The Participating Employer's application to the Plan Trustees to participate in the Plan;</b>
<b>Platform</b>	<b>The software tools available on the Site including letter generator, video generator, Chatbot and other communication tools;</b>
<b>Primary Contact</b>	<b>The person appointed by the Participating Employer to communicate and represent the Participating Employer with all matters connected or relating to the Plan;</b>
<b>Plan</b>	<b>A money purchase employee benefit plan: called the Dubai International Finance Centre Employee Workplace Savings Plan (also known as the DEWS Plan);</b>
<b>Plan Administrators</b>	<b>Means Zurich Workplace Solutions (Middle East) Limited which has been appointed to administer and manage the Plan as more particularly detailed on our Site;</b>
<b>Plan Rules</b>	<b>The rules of the Plan as updated and amended from time to time in accordance with its terms;</b>

<b>Plan Trustees</b>	<b>Equiom Fiduciary Services (Middle East) Limited which has been appointed as such under the Plan Rules of the Plan to oversee the Plan;</b>
<b>Services</b>	<b>The services provided by ZWS via the Platform;</b>
<b>Software</b>	<b>The online software applications provided by ZWS as part of the Services;</b>
<b>You, Your</b>	<b>The person to whom these Terms apply including, guests to the Site, Participating Employees and Members.</b>