

Terms of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS PLATFORM

1. WHO ARE WE?

TALENT ALL ACCESS® PORTAL+ is a portfolio of data products that cover a range of human resource topics such as benefits and compensation accessible via an online portal (the “**Platform**”). The Platform includes a chatbot functionality, designed to support your use of the Platform (“**Aida**”).

The Platform and Aida are offered by the Marsh McLennan group of companies (“**we**”, “**our**” or “**us**”). You can find our contact details at the end of these Terms of Use.

2. WHAT ARE THESE TERMS OF USE?

We aim for all our websites, platforms and tools, and the content contained within them, to be used safely and responsibly, while maximizing your control over how you use them.

These Terms of Use (the “**Terms**”) apply to your use of the Platform, Aida any information, content or reports you may obtain from the Platform or Aida (the “**Materials**”). Please read these Terms carefully before using the Platform, Aida or the Materials.

These Terms refer to the following additional terms, which also apply to your use of our Platform, Aida or the Materials:

- Our [Privacy Notice](#), which explains how we collect, use and store your personal data when you interact with the Platform or Aida.
- Our [Cookie Notice](#), which sets out information about the cookies on the Platform or Aida.
- Our [Accessibility Statement](#), which explains how you can adjust or adapt the Platform to suit your needs.
- Our [Responsible AI Statement](#), which details the guiding principles we use when deploying Generative AI, such as Aida.

3. YOUR COMMITMENT TO COMPLY

By using this Platform, Aida and the Materials, you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Platform, Aida or the Materials.

As the Platform, Aida and the Materials evolve, we may change these Terms at any time by posting revised versions of them on the Platform. Each time you access the Platform or Aida, you should review the most current version of the Terms.

4. USE OF AI

Aida utilizes artificial intelligence (“AI”) technologies to provide its service to you, including generating responses and other content. By using Aida, you acknowledge and agree that some or all of the functionality you utilise is be powered by AI. You are solely responsible for your interactions with Aida and any reliance you place on content generated by Aida.

For more information about our use of AI, please see our Responsible AI Statement found here: <https://taap.mercer.com/Portals/0/content/Resource/responsible-ai-statement.pdf>

5. INFORMATION ON THE PLATFORM

The information provided on this Platform, Aida and in the Materials is general information only and does not constitute any form of advice or recommendation. You should obtain appropriate advice before taking, or refraining from, any action on the basis of the content of the Platform, Aida or the Materials.

Whilst we try to ensure that the information on this Platform, Aida and in the Materials is accurate, we make no representations, warranties or guarantees, whether express or implied that the content on the Platform is accurate, reliable, complete or up to date.

5. USER CONTENT

When you add, upload or post content to the Platform or Aida (“**User Content**”), you warrant that any such User Content complies with these Terms, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may use automated systems and human review to identify and address User Content that violates our Terms.

You retain ownership of any User Content you provide to the Platform or Aida. However, you grant us a license to use, store, and process your input to provide and improve our services and products. You are responsible for ensuring that the User Content comply with applicable intellectual property laws and do not infringe third-party rights.

The Platform may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values.

6. ACCEPTABLE USE OF THE PLATFORM, AIDA AND MATERIALS

When accessing and using the Platform, Aida or the Materials, you shall not:

- (a) use any information in the Platform, Aida or Materials in contravention of any applicable laws, including but not limited to, infringing the privacy of others, engaging in regulated activity without complying with applicable regulations or promote or engage in any illegal activity;**
- (b) resell the usage, functionalities or services provided in the Platform, Aida or Materials;**
- (c) create, host, display, upload, modify, publish, transmit, update, share or otherwise, any information, material or content which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any person;**
- (d) create, host, display, upload, modify, publish, transmit, update, share or otherwise, any information, material or content:**
 - (i) which does not belong or is licensed to you;**
 - (ii) which constitutes information which may be used to identify a living individual;**
 - (iii) which is harmful, harassing, defamatory, blasphemous, offensive, obscene, pornographic, paedophilic, libelous, invasive of others' privacy, hateful, racially or ethically objectionable, disparaging, relating or encouraging gambling, money laundering or engaging in activities which would cause offence to others on grounds of race, religion, creed, or sex or is otherwise unlawful in any manner;**
 - (iv) for an unlawful purpose;**
 - (v) to impersonate another person or for the purpose of impersonation;**
 - (vi) that contains virus or any other computer codes, files or programs that could harm, interrupt, destroy or limit our system or networks; or**
 - (vii) that threatens the unity, integrity, defence, security or sovereignty of any nation, their relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents investigation of any offence, or is insulting to any nation;**

- (e) use and/or access the Platform, Aida or Materials in any manner which is not permitted under any license or any user license;
- (f) use any information contained in the Platform, Aida or Materials to train, validate, update, improve, or modify any artificial intelligence or technology;
- (g) upload information owned by us and contained in the Platform, Aida or Materials to artificial intelligence not owned by us;
- (h) use and access the Platform, Aida or Materials for any unauthorized marketing purposes or for sending any unsolicited materials or advertisements;
- (i) engage in any network or system attacks against the Platform, Aida or any of our systems or networks;
- (j) act in any way that would interfere with the normal operation or functioning of the Platform, Aida or Materials;
- (k) reverse engineer, decompile, disassemble or otherwise derive any non-public information or materials related to the Platform, Aida or Materials;
- (l) access or attempt to access any source code in the Platform, Aida or Materials;
- (m) access or attempt to access all or any part of the Platform, Aida or Materials in order to build a competing product; or
- (n) attempt or undertake any security testing on the Platform, Aida or Materials.

7. AVAILABILITY AND ACCESS

By accessing Platform, Aida and the Materials, you explicitly confirm that you are a representative of an organisation to whom we have granted access to the Platform, Aida and the Materials and are authorized to access the Platform, Aida and the Materials.

Access to and use of this Platform, Aida and the Materials is at your own risk. We do not warrant that your use of the Platform, Aida, or Materials will be free from causing damage to any property, including, but not limited to, loss of data or infection by computer viruses. You are responsible for configuring your information technology, computer programs and platform to access our Platform, Aida or the Materials and you should use your own virus protection software.

We do not guarantee that our Platform, Aida or any Materials will always be available or be uninterrupted. Whilst we try to ensure that access to the Platform, Aida and the Materials is always available, from time to time we may need to temporarily restrict access without notice and reserve the right to do so, whether for the purposes of servicing the Platform or Aida or otherwise. We accept no

liability, no matter how that may be caused, arising from any loss of access to the Platform, Aida or the Materials at any time.

8. LINKS IN THE PLATFORM, AIDA OR MATERIALS

The Platform, Aida and the Materials may contain links to other sites and resources operated by third parties. The policies and terms of use of those sites, may be different from these Terms and the related Privacy Notice. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

In addition, where we provide links or contact details to third parties or their sites, we do so for information purposes only and such links do not constitute an endorsement or publication by us of any information, products or services featured on such sites.

9. INTELLECTUAL PROPERTY

We are the owner or licensee of all intellectual property rights in the Platform, Aida and Materials. Nothing in these Terms shall be construed as transferring or assigning any ownership rights in the Platform or any such content to you or any other person or entity.

You may view the Platform, Aida and the Materials online and download copies of the Materials via the provided functionality for use as part of your duties for your employer only. You may not use, reproduce, distribute, download, exploit or transmit any part of the Platform, Aida or the Materials in any other way, incorporate them into any web site, database, artificial intelligence platform, document or other resource, whether electronic or paper-based, or share any part of the Platform, Aida or the Materials with any other person.

Any copy of any information which you make from the Platform, Aida or the Materials must retain all copyright or other proprietary notices and disclaimers shown on the initial download.

10. CHANGES TO THE PLATFORM, AIDA AND MATERIALS

We may update and change the Platform, Aida and the Materials from time to time to reflect changes to our products, our users' needs and our business priorities.

We may also transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens.

11. PROTECTING YOUR ACCOUNT

If you choose, or you are provided with, a user identification code, password or any 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.

We have 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 of the provisions of these terms of service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at taap@mercer.com.

12. CONSEQUENCES OF NON-COMPLIANCE

In the event you breach any of these Terms, or the terms of the documents referred to within these Terms, we may, at our sole discretion, remove or restrict User Content, limit your access to features, or suspend or terminate your account.

Where applicable, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform or Aida will cease immediately.

13. LIABILITY

The limitations of liability in these Terms apply to the maximum extent permitted by law. We do not exclude or limit liability where it would be unlawful to do so, which includes for death or personal injury caused by our negligence.

All conditions, warranties, and representations, whether express or implied, are excluded to the extent permitted by law.

To the extent permitted by law, we are not liable for any damage, loss, or expense arising from:

- (a) your use or inability to use the Platform, Aida, or Materials;
- (b) inaccuracy or incompleteness of any information you or your employer provide;
- (c) use of links to third-party sites;
- (d) suspension, restriction, or withdrawal of the Platform, Aida, or Materials;
- (e) viruses, corrupt downloads, or computer issues; or

(f) events beyond our reasonable control.

We are not liable for loss of profits, business interruption, loss of anticipated savings, goodwill, reputation, or any indirect, incidental, special, punitive, or consequential damages.

15. DATA PROTECTION

We will only use your personal information as set out in our [Privacy Notice](#). As specified in that Privacy Notice, the Platform or Aida may place tracking technologies on your device. You can find information about tracking technologies in our [Cookie Notice](#).

16. APPLICABLE LAW

Unless otherwise dictated or not permitted by applicable law, English law shall govern these Terms and all matters arising out of it or in relation to it and any disputes arising in connection with these terms shall be exclusively determined by the courts of England.

17. SEVERABILITY

If any part of these Terms is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that part shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of these Terms shall not be affected.

18. FEEDBACK AND CONTACTING US

We appreciate your feedback about the Platform, Aida and Materials and you can do that using the contact details provided below. If you do provide feedback you agree that we may use it to provide, maintain, develop, and improve the Platform, Aida and Materials, without compensation to you.

In the unlikely event you have an issue with the Platform, Aida or the Materials, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns you can contact us using the contact details below.

Email: taap@mercer.com