

WEBSITE TERMS OF USE

All subdirectory sites for the domain names <http://www.mypension.com> (the “**Sites**”) are operated by XPS Pensions Limited and XPS Administration Limited (“**We**”). XPS Pensions Limited is a limited company registered in England and Wales under company number 03842603 and has its registered office at Phoenix House, 1 Station Hill, Reading, RG1 1NB. XPS Administration Limited is a limited company registered in England and Wales under company number 09428346 and also has its registered office at Phoenix House, 1 Station Hill, Reading, RG1 1NB. We are both part of the XPS Group (“XPS”).

To contact us, please write to us at our registered office address listed above or email us at enquiries@mypension.com.

For data protection purposes, the Data Protection Officer of XPS is Graeme Rae and can be contacted on compliance@xpsgroup.com or 01786 237025.

These terms of use (the “**terms**”) govern your use of the Site.

Acceptance Of These Terms

By using the Site, you confirm that you accept the terms and that you agree to comply with them. If you do not agree to the terms, you must not use the Site.

Other Terms May Apply To You

The following policies also apply to your use of the Site:

- Our [Privacy Policy](#), which sets out how we may collect and use your personal data.
- Our [Cookie Policy](#), which sets out information about the use of cookies on the Site.

We May Make Changes To The Terms

We amend these terms from time to time. Every time you wish to use the Site, please check these terms to ensure you understand the terms that apply at that time.

We May Make Changes To The Site

We may update and change the Site from time to time to reflect changes to our services, our clients’ and members’ needs and our business priorities.

We May Suspend Or Withdraw The Site

The Site is made available to members of the pension scheme free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

This Site is Directed At Users In England

The Site is directed to people residing in England. We do not represent that content available on or through the Site is appropriate for use or available in other locations.

You Must Keep Your Account Details Safe

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 use.

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

How You May Use Material On The Site

We are the owner or the licensee of all intellectual property rights in the Site, and in the material and trade marks published on it. Those works are protected by copyright and trade mark laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of the content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Prohibited Uses Of The Site

You may use the Site only for lawful purposes. You may not use the Site in any way:

- that breaches any applicable local, national or international law or regulation;
- that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of the Site;
- any equipment or network on which the Site is stored;
- any software used in the provision of the Site; or
- any equipment or network or software owned or used by any third party.

Do Not Rely On Information On This Site

The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date.

We Are Not Responsible For Websites We Link To

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the content of those sites or resources.

Our Responsibility For Loss Or Damage Suffered By You

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our agreement with you.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How We May Use Your Personal Information

We will only use your personal information as set out in our [Privacy Policy](#).

We Are Not Responsible For Viruses And You Must Not Introduce Them

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 Site will cease immediately.

Rules About Linking To Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Site in any website that is not owned by you.

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must not be or contain any content which:

- is obscene, offensive, hateful, threatening, abusive, inflammatory, defamatory, likely to deceive;
- promotes sexually explicit material, violence, discrimination (whether based on race, sex, religion, nationality, disability, sexual orientation or age or otherwise) or any illegal activity;
- infringes any copyright, database right or trade mark of any other person;
- advocates, promotes, incites any party to commit, or assists any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- is in contempt of court;
- invades another's privacy, or causes annoyance, inconvenience or needless anxiety;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonates any person, or misrepresents your identity or affiliation with any person;
- gives the impression that the website or content emanates from XPS Pensions Consulting Limited, if this is not the case;
- contains a statements which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- contains any advertising or promote any services or web links to other sites.

If you wish to link to or make any use of content on the Site other than that set out above, please contact us at enquiries@mypension.com.

Breaches Of These Terms

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate including all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is

necessary or as required by law.

Which Country's Laws Apply To Any Disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

TRADE MARKS

The trading name XPS Bridge belongs to XPS Administration Limited. Any trade marks used on the Site belong to XPS and/or licensors to XPS who have a facility on the Site. You are not permitted to use without our (or our licensors') approval, unless they are part of material you are using as permitted under the section headed "*How You May Use Material On Our Site*".