

# iPensions Group Portal

## Terms of Use

### PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PORTAL

THIS AGREEMENT IS BETWEEN:

**iPensions Group Limited** incorporated and registered in England and Wales with company number 03683070, whose registered office is at Marshall House, 2 Park Avenue, Sale, M33 6HE ("**we/us/our**")

AND:

The person, firm or company that has registered to use the Portal ("**you/your**").

These Terms of Use apply to the use of our online portal (the "**Portal**"), including the use of the information offered on this Portal. In using the Portal, you agree to be bound by these Terms of Use.

If you do not accept these Terms of Use, you must refrain from using the Portal. If you continue to use the Portal, you will be deemed to have accepted these Terms of Use. These Terms of Use must be read in conjunction with any other applicable terms and warnings governing the use of this Portal.

We may modify these Terms of Use at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Portal. Any use of the Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of those modified Terms of Use.

## 1. Definitions

"**GMT**" Greenwich Mean Time.

"**Linked Site**" means any website linked from the Portal that is either owned by us or a 3rd party website deemed suitable in relation to the service offered.

"**Login Information**" means a specific user ID, email address or other login information, such as a password.

"**Support**" means the basic support service provided as part of the Portal, comprising of guidance by email, (excluding on site visits) as may be appropriate and necessary to resolve your difficulties and queries in relation to the Portal in accordance with clause 6.5.

"**UK**" United Kingdom.

"**Users**" means any employee, agent, contractor, consultant, or other connected person of you or your firm that accesses the Portal with your permission.

## 2. Accessing and using information on the Portal

2.1 In order to be able to access the information offered on this Portal, you will need to use Login Information. The security of your Login Information is solely your responsibility. You must not disclose your Login Information to any person or otherwise allow any person to access the Portal using your Login Information.

2.2 You must use the Portal in accordance with the permitted use and purpose set out in these Terms of Use and not access or use this Portal for any purpose that is unlawful or prohibited by these Terms of Use.

2.3 You must take your own precautions to ensure that the process which you employ for accessing this Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Portal or any Linked Site.

2.4 We reserve the right to terminate your ability to access this Portal if you breach these Terms of Use.

### 3. Warnings regarding information on the Portal

3.1 The information contained on the Portal, whether provided by us or via a third party, is provided by us in good faith on an “as is” basis and all Users must verify the information before using the information. We do not make any representation or warranty that the information contained on the Portal is current, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Portal.

3.2 You should make your own enquiries and seek advice before acting or relying on any information or material which is made available to you pursuant to the Portal.

3.3 In circumstances where we are only a distributor, not a publisher, of content on this Portal and where the information made available contains opinions or judgements of third parties, we do not purport to endorse the contents of that opinion, information or advice nor the accuracy or reliability of that opinion, information or advice.

### 4. Permitted Use of the Portal

4.1 You will be restricted to the metrics agreed during registration of your account, if any.

4.2 The main permitted purpose of the Portal is to allow you easy and quick access to the details of your pension plan. If you are an adviser this will be your client’s pension plan. You will also be able to request documentation and complete certain online forms (as available) in relation to your pension plan. If you are an adviser this will be in relation to your client’s pension plan.

4.3 You shall not:

4.3.1 access, use or attempt to access or use the Portal for any other purpose other than as permitted under these Terms of Use or contrary to any other restrictions stated in these Terms of Use without our prior written consent.

4.3.2 permit any third party to use or access the Portal.

4.3.3 translate or adapt the Portal for any purpose nor arrange or create derivative products or works based on the Portal without our express prior written consent in each case.

4.3.4 transfer or distribute (whether by license, loan, rental, sale or otherwise) or otherwise deal in, charge or encumber all or any part of the Portal to any other person or use the Portal on behalf of any third party or make available the same to any third party.

4.3.5 make or permit any third party to make for any purpose (including without limitation for error correction), any alterations, modifications, additions or enhancements to the Portal.

4.3.5 yourself or permit any third party to, alter, adapt, make error corrections to, decompile, reverse engineer or disassemble the Portal.

4.3.6 automate Login Information or any page data extraction, using scrapping technologies, causing multiple automated requests to the Portal at regular or irregular intervals causing stress on our system.

4.4 You shall follow all lawful and reasonable instructions and directions given by us from time to time in relation to the use of the Portal.

4.5 You shall use appropriate software to access the Portal in accordance with the specifications notified to you via the ‘Help’ section on the Portal.

4.6 You undertake to implement and maintain in force all necessary and appropriate data protection measures and security measures and precautions to prevent unauthorised access to your computer systems.

### 5. The Portal

5.1 We shall use reasonable endeavours to maintain twenty four (24) hour online availability to the Portal. However, we cannot guarantee continuous, uninterrupted use. There will be times when we will be required to interrupt the use of the Portal in order to carry out essential or routine maintenance, repairs, reconfigurations or upgrades on a

regular basis or in circumstances beyond our control. We shall use reasonable endeavours to notify you in advance, if possible, of any planned interruptions. Please understand we will not be able to notify in advance for an unplanned or emergency situations occurring.

5.2 We may suspend access to the Portal without notice and without any liability to you if:

5.2.1 it is being used in breach of these Terms of Use;

5.2.2 there is a breach of security in respect of which we reasonably believe that the suspension of access is necessary to protect your or our network or a third party network;

5.2.3 due to unavailability of third party networks and/or services, including without limitation telecommunications and internet service provider services;

5.2.4 if required by law, regulation or court order or as compelled by a law enforcement or government agency or other relevant regulatory agency; or

5.2.5 if you are no longer a member or an adviser in relation to any pension plan on the Portal.

5.3 In the event the hosting service provider suspends its service due to your act or omission, we reserve the right, at our discretion, to charge you for a reconnection fee prior to resuming provision the Portal.

5.4 We may from time to time upgrade our hosting facility and it may become necessary to relocate the hosting equipment within the same location or to another location. In each such case, we shall give you reasonable advance notice and use reasonable endeavours to minimise the effect that any such change will have on the Portal.

5.5 By using the Portal you consent to your data to be uploaded to the on-line system and acknowledge and agree that the accuracy or completeness of such upload of data is not guaranteed nor warranted and you shall be responsible for backing up your data prior to starting the upload process. In certain circumstances, you also acknowledge and agree that in the event you delete your data whether intentionally or accidentally such data may be permanently deleted, and you may be unable to retrieve such deleted data.

## 6. Our Obligations

6.1 We will use reasonable care and skill in providing the Portal.

6.2 We will investigate any failure or error in any provision of the Portal provided that you notify us in writing within seven (7) days following you becoming aware of such failure or error giving us all necessary information to be able to investigate the problem or error and we limit our liability in this regard to an obligation to use reasonable endeavours to correct such failure or error.

6.3 We will not be liable for Support unless you notify us in accordance with clause 6.2 or if the failure or error has been caused by incorrect use or abuse or corruption of the Portal.

6.4 Except as expressly provided in these Terms of Use no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, availability, reliability, suitability, performance or fitness for purpose of the Portal provided hereunder is given by us.

6.5 In consideration of your performance of all your other obligations pursuant to these Terms of Use we agree to provide the Support to you if you experience any problems in accessing or using the Portal on the following basis:

i. You act in accordance with clauses 6.2 and 6.3.

ii. The Support will only be provided during office hours, which is between 9am to 5pm GMT, excluding any bank and/or public holidays in the UK, unless otherwise agreed with us in writing.

iii. We will use reasonable endeavours to provide the Support promptly having regard to the availability of personnel, necessary supplies, difficulty level or technical nature of the issue or problem and whether the issue or problem is within our control or if we need the input of a third party to resolve.

iv. If you make unreasonable, excessive, or inappropriate use of the Support, then we may suspend the Support and/or charge you for our administrative time spent.

v. To request Support for you:

a) as a member, please use the following email address [sipp@ipensionsgroup.com](mailto:sipp@ipensionsgroup.com) and

b) as an adviser, please use the following email address [advisersupport@ipensionsgroup.com](mailto:advisersupport@ipensionsgroup.com)

## 7. Your Obligations

7.1 You undertake:

- i. to comply with the purpose for which access and usage of the Portal are permitted as explained throughout these Terms of Use;
- ii. not to carry out any activities that are not permitted;
- iii. not to carry out any activities which would interfere with another person's use of the Portal and
- iv. not to carry out any activities which would interfere with our Portal performance.

7.2 If you are an adviser firm using the Portal, you agree and undertake to deal with the administration and set up of your firm within the Portal. This will include but is not limited to:

- i. monitoring and supervising the Users profiles that fall within your firm set up;
- ii. activating Users to access and use the Portal;
- iii. deactivating any Users who (a) leave your firm (with immediate effect from the date they leave your firm); or (b) are no longer representing a client for whom they are set up with access to within the Portal.

If, upon investigation, we find that these actions are not being adhered to by you, within a reasonable timeframe, we reserve the right to take any other necessary action as deemed reasonable by us, in addition to our contractual rights under these Terms of Use.

7.3 You are responsible for ensuring that any third party personal data accessed while using the Portal is kept strictly private and confidential, as well as ensuring it is not disclosed, copied, or access to it provided to any other person or entity, and, to act in accordance with all applicable Data Protection regulations and legislation applicable in the United Kingdom, such as the Data Protection Act 2018 as amended from time to time.

7.4 If you become aware of any unauthorised access to the Portal (i.e. a data breach), you must notify us as soon as possible but not later than 24 hours after you become aware. Furthermore, if it is found that the unauthorised access occurred due to your negligence or inadequate security measures, we reserve the right to terminate these Terms of Use immediately or take any other reasonable action we may deem necessary, in addition to our contractual rights under these Terms of Use.

7.5 You agree to ensure that in accessing and using the Portal you will not expose the Portal and our systems to the risk of viruses, hacking, malicious computer code or other forms of interference which may damage our computer systems. For the avoidance of doubt, we shall hold you liable for any loss or damage we may suffer which arises these circumstances either to the Portal or any Linked Site.

## 8. Liability and Disclaimer

8.1 These Terms of Use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.

8.2 Neither we nor any of our affiliates accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of this Portal or any Linked Site or your use of or reliance on information contained on or accessed through this Portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is hereby excluded. You acknowledge that the Portal is hosted by a third party and, without limiting the terms of this disclaimer, that neither we nor our affiliates are responsible for the act or omission of any third party.

8.3 You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Portal.

8.4 You indemnify us and our affiliates, partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms of Use.

## 9. Intellectual Property, Copyright and Trademarks

9.1 We are the owner or licensee of all intellectual property rights in the Portal and in any of our material and documents hosted on the Portal.

9.2 Copyright in this Portal (including text, graphics, logos, icons, sound recordings and software) may be owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright, Designs and Patents Act 1988 and similar legislation which applies in your location, and except as expressly authorised by these Terms of Use, you may not in any form or by any means:

- i. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Portal or from any information obtained from this Portal; or
- ii. commercialise any information, products or services obtained from any part of this Portal, without our written permission or, in the case of third party material, from the owner of the copyright in that material.

9.3 The Portal includes trademarks owned by us (or our licensors). You must not use any of our trademarks:

- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information or services (including the Portal).

You must not authorise or assist any person to do any of the acts specified above.

## 10. Restricted Use/Confidentiality

Unless we agree otherwise in writing, you are provided with access to this Portal for your use only. Without limiting the foregoing, you may not without our written permission sell information obtained from this Portal to any third party. You will be held liable for any breach of confidentiality and further to our contractual rights for breach of these Terms of Use, we also reserve the right to take any other necessary actions as deemed reasonable. These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

## 11. Security of Information

We have taken all the necessary security measures to protect data transmitted using the Portal, however, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

## 12. Privacy Policy

We undertake to comply with the terms of our privacy policy which is accessible at <https://www.ipensionsgroup.com/privacy-policy/>

## 13. Termination of Access

Access to this Portal may be terminated at any time by us without notice. These Terms of Use will nevertheless survive any such termination.

## 14. Cookies

We may collect general information such as the pages you access, the date and time of your visit, IP address, and the domain name and country from which you access this Portal. This includes the use of "cookies". Most browsers can be configured so as not to accept cookies, however this may affect the functionality of the Portal. Please refer to our Cookie Policy for more information <https://www.ipensionsgroup.com/cookie-policy/>

## 15. General

**15.1 Force Majeure** Neither party shall be in breach of the Terms of Use nor liable for delay in performing, or failure to perform, any of its obligations under the Terms of Use, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

**15.2 Assignment** We may assign, sub-contract or otherwise transfer any of our rights or obligations under the Terms of Use without your consent. You may only assign, sub-contract or otherwise transfer any of your rights or obligations with our prior written consent.

**15.3. Waiver** No failure or delay by a party to exercise any right or remedy provided under these Terms of Use 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.

**15.4 Severance** If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms of Use.

**15.5 Amendments and Updates** We shall have the right to update or amend the Terms of Use at any time and for any reason from time to time. An updated version will always be available on the Portal.

## 16 Governing Law and Jurisdiction

16.1 These Terms of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use or its subject matter or formation.