

# Terms & Conditions of Use

Please read these terms and conditions ("Terms") carefully before you start to use the site.

By accessing information contained on our site at <https://pxlimited.gateway2benefits.com> (the "Website"), visiting or using our site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from accessing information on our site, visiting or using our site.

This site belongs to Premier Benefit Solutions Limited ("Premier", "we" or "us"). We are authorised and Regulated by the Financial Conduct Authority ("FCA"). Registered Office: AMP House, Dingwall Road, Croydon, Surrey CR0 2LX. Registered in England No. 6036012, VAT No. 228932977. Access to the Website is provided to you by Premier, on behalf of your employer, and is subject to these terms and conditions of use (the "Terms").

## 1. The Services

- 1.1. The Website allows you to access and use your employer's benefit plans and related information (the "Services").
- 1.2. The benefits available to you through this Website are subject to the terms and conditions of your employment, your staff handbook, any eligibility criteria set by your employer and/or the relevant provider's applicable terms and conditions for each option that you select. You should always refer to the governing terms of any benefit or insurance scheme to satisfy yourself that (i) it is suitable, (ii) you are eligible and (iii) in what circumstances you may qualify for a payment.
- 1.3. The information available on the Website relating to financial products and services is provided to us by third parties including, but not limited to insurers, fund managers and/or other persons who provide the various products and/or services (the "Third Parties"). Whilst we have used reasonable endeavours to ensure the information provided by any Third Party is accurate, Premier accepts no responsibility howsoever arising and will not be liable in respect of your reliance upon, or use by us of, the information provided by such Third Parties.
- 1.4. Where we provide links or contact details to Third Parties and/or their websites, we do so for information purposes only and Premier makes no representations as to the content of those websites. Such links do not constitute an endorsement, authorisation, sponsorship or affiliation by us with respect to such websites, the owners or the providers. Use of any Third Party website is entirely at your own risk.
- 1.5. You are granted the right to use the Services and your username and password solely in accordance with these Terms and in accordance with our Acceptable Use Policy. We reserve the right to change these Terms at any time by posting revised versions on the Website. Any such new Terms will be effective immediately on posting.

## 2. Duty to take reasonable care not to make a misrepresentation

- 2.1. In addition to answering questions about basic information necessary to enable the insurer to place the risk, you must ensure that you do not misrepresent the answers given. In particular, you must satisfy yourself as to the accuracy and completeness of the answers you provide to insurers both at inception of the policy and throughout the policy term.
- 2.2. In this respect, you must respond with reasonable care and accuracy to questions relating to the risk, whether favourable or not, which would influence the judgment of a prudent insurer in determining whether he will take the risk or maintain the risk during the policy term or at renewal, and, if so, for what premium and on what terms.

If any such information is deliberately misrepresented by you, insurers could have the right to avoid, from its inception, the contract, which may lead to claims not being met in full or at all.

### **3. Username and Password**

- 3.1. You agree to maintain the confidentiality of your username and password and agree to notify us immediately should you become aware of any unauthorised use of your username, password, account or your information on the Website. You are responsible for the security of your username and password and Premier accepts no responsibility howsoever arising and will not be liable for any and all activities that occur under your account to the extent that they result from your failure to comply with this paragraph.
- 3.2. At our sole discretion, we may block your username and password for reasons of security or for general administration purposes.

### **4. Service Availability**

- 4.1. We make no warranty or representation that the Website and/or the Services will always be available. The Website and/or the Services may be temporarily unavailable, restricted or suspended from time to time for administrative, maintenance or other reasons and Premier accepts no responsibility howsoever arising and will not be liable for any loss or damage arising out of or in connection with any interruption, restriction, suspension or loss of use of the Website and/or the Services.
- 4.2. You acknowledge that your access to the Website and/or the Services may also be prevented by certain factors outside our reasonable control including, without limitation, the in-operation, inefficiency or unsuitability of any equipment through which you are accessing the Website, the unavailability, in-operation or interruption of the internet or other telecommunication services. Should any such circumstances exist, Premier accepts no responsibility howsoever arising for any loss or damage arising out of or in connection with any such events.
- 4.3. If, for any reason, the Services become unavailable or inaccessible for an extended period of time, you may initiate transactions or give instructions by contacting the Helpdesk on 0800 122 3210

### **5. Data Protection**

- 5.1. Any information that you provide to us will be subject to our Privacy Policy
- 5.2. You consent to the processing by Premier (its affiliated companies, its sub-contractors and by any third parties involved in the provision to you of the Services) of the personal data submitted by you through the Website and to the transmission of such personal data to such affiliated companies, sub-contractors and/or third parties for purposes connected with the Services.
- 5.3. Where we transfer personal data to service providers or advisers outside of the European Economic Area, we will ensure that the recipient provides appropriate technical and organisational measures to safeguard against the unauthorised or unlawful processing of personal data and its accidental loss, destruction or damage. However, such information may be accessible by law enforcements agencies and other authorities in those countries to prevent and detect crime and comply with legal obligations.
- 5.4. All transactions conducted through the Website will be monitored and recorded for the purposes of logging Website usage, diagnosing problems, enhancing features and functionality of the Services and for other legitimate business purposes.

### **6. Complaints**

- 6.1. Any complaints about the Website and/or the Services should be addressed to The Compliance Officer, Premier Benefit Solutions, AMP House, Dingwall Road, Croydon CR0 2LX. If a complaint is received by Premier, in writing, by email or by phone, prompt and appropriate attention shall be given to it in accordance with Premier's documented complaints handling procedures and the complaints handling requirements of the FCA.

### **7. Intellectual Property**

- 7.1. The Website and all of its pages including, but not limited to, the databases, software source code, underlying technology, graphics or other such materials ("Premier Information") are owned, or licensed, by Premier. The copyright and any other intellectual property rights subsisting in the Premier Information is also owned by Premier anywhere in the world.

- 7.2. All trademarks, service marks, trade names and logos contained on the Website are owned or licensed respectively.
- 7.3. You may produce print outs of the Website or any of its pages for your own personal use only. Save as provided for above, you agree not to copy, reproduce, duplicate, modify, adopt, lend, sell, transfer, decompile, download, exploit, license or transmit any Premier Information, any part of the Website or any its contents without our prior written permission.

## **8. Viruses, hacking and other offences**

- 8.1 You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful ("Threats"). You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.
- 8.2 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 our site will cease immediately.
- 8.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, Threats, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.
- 8.4 You are responsible for maintaining an up to date version of anti-virus software to protect your computer against Threats.

## **9. Linking to our site**

- 9.1 You must not establish a link from any website to our site nor frame our site on any other site without our prior written permission.
- 9.2 If you wish to make any use of material on our site other than that set out above, please address your request to Premier, AMP House, Dingwall Road, Croydon, CR0 2LX.

## **10. Disclaimer**

- 10.1. The information available on the Website is for information purposes only and does not constitute financial, investment, actuarial, accounting, consulting, legal, tax or any other type of professional advice. You acknowledge that you should take independent advice to satisfy yourself that any financial products or services are suitable.
- 10.2. The accuracy, adequacy and completeness of the information available on the Website or of any data or information received by you or us through the Website or the Services are not warranted or otherwise guaranteed by Premier. Premier accepts no responsibility howsoever arising and we will not be liable for the contents of the Website to the extent permitted by applicable law in any jurisdiction that would or could otherwise arise from or as a result of reliance on the contents of the Website.
- 10.3. Premier does not represent or warrant that any of the information available on the Website or through the Services will be uninterrupted or error-free, that defects will be corrected or that the Website or the server from which it is accessed are free from Threats, viruses, worms, Trojan Horses or other harmful components.
- 10.4. You acknowledge that we rely on the accuracy and completeness of prices and other information provided to us by Third Parties including (but not limited to) fund managers, insurers and other third parties. We expressly do not warrant that the calculations produced by any pension modelling planner or other software tool as part of the Service will be accurate or that they can be used as the basis for making investment or pension planning decisions. By accepting these Terms, you acknowledge and accept that any financial information contained in any such pension modelling planner or other software tool is provided for illustrative purposes only at the time that any such illustration is provided and should not be relied upon as the basis of any decision to enter into any financial transaction and must not be used in place of professional financial advice.

- 10.5. Whilst we will use our reasonable efforts to ensure that all transactions initiated by you via the Website are processed as soon as possible, we shall have no liability to you in the event of any loss being suffered due to processing delays which are beyond our control.
- 10.6. We will not be liable if and to the extent that any losses, damages, cost or expenses suffered by you are due to the provision of false, inaccurate, misleading or incomplete information or documentation by you or any third party or due to the acts or omissions of any person other than us or any of our partners or employees including without limitation the incorrect use of the Service by you or your failure to correctly input any data and/or information in connection with the Service.
- 10.7. Except as expressly set out in these Terms, all other warranties and conditions, whether implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law.

## **11. Limitation of Liability**

- 11.1. Our aggregate liability to you, whether in contract, tort, breach of statutory duty or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with the services or the website shall not exceed the lesser of the actual losses suffered by you or £5,000 in the aggregate (including any claims for interest and costs).
- 11.2. Nothing in this clause 9 shall exclude or restrict any liability of Premier or your employer for personal injury, death, fraud or dishonesty or otherwise to the extent that it cannot do so by law.

## **12. General Provisions**

- 12.1. These Terms shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English Courts.
- 12.2. Failure or delay to enforce any right under these Terms will not be construed as an implied waiver of the same or of any other right in the future.
- 12.3. All of the terms and conditions relating to the Services and/or use of the Website are contained in these Terms and supplement any other instruction or direction for use supplied to you by us. No oral communications that you may have with us shall override, supersede, vary or in any way alter these Terms or any part thereof.
- 12.4. If any provision in these Terms is held or made invalid by any competent court, statute, rule or otherwise, the remainder of these Terms will not be affected.