

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1 What's in these terms?

These terms tell you the rules for using our website, www.bandbpensions.co.uk ("our site"), including the Intellisite portal which can be accessed via our site.

2 Who we are and how to contact us

- 2.1 The site is operated by Bradford & Bingley Pensions Limited ("We"). We are registered in England and Wales under company number 00908979 and have our registered office at 1 City Square, Leeds, West Yorkshire LS1 2AL.
- 2.2 We are a limited company.
- 2.3 We are trustee of, and therefore run and administer, the Bradford & Bingley Staff Pension Scheme (the "**Scheme**"). We are regulated by the Pensions Regulator.
- 2.4 To contact us, please email bandbpensions@deloitte.co.uk or telephone our customer service line on 0113 292 1948.

3 By using our site you accept these terms

- 3.1 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 3.2 If you do not agree to these terms, you must not use our site.
- 3.3 We recommend that you print a copy of these terms for future reference.

4 There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- (a) Our Privacy Policy www.bandbpensions.co.uk/assets/B&B_Privacy_Notice.pdf
See further at section 16 below.
- (b) Our Cookie Policy www.bandbpensions.co.uk/cookies which sets out information about the cookies on our site.

5 We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in July 2020.

6 We may make changes to our site

We may update and change our site from time to time to reflect changes to the Scheme, the Scheme members' needs and our business priorities.

7 We may suspend or withdraw our site

7.1 Our site is made available free of charge.

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

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

8 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will notify you via our site if this happens.

9 Our site is only for users in the UK

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

10 You must keep your account details safe

10.1 As a member of the Scheme, when given access to our Intellisite portal, you are provided with a username and an activation code in order to set up a password as part of our security procedures. You must treat these, and any other information provided as part of our security procedures, as confidential. You must not disclose it to any third party.

10.2 We have the right to disable any username 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.

10.3 If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at bandbpensions@deloitte.co.uk.

11 You must be 18 or over and a Scheme member to use our site

You must be 18 or over, and a member of the Scheme, in order to accept these terms and use our site.

12 How you may use material on our site

- 12.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.
- 12.3 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.
- 12.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 12.5 You must not use any part of the content on our site (including any data) for commercial purposes without obtaining a licence to do so from us or our licensors.
- 12.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

13 Do not rely on information on this site

- 13.1 The content on our 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 our site. Particularly, this site is not intended to give any financial advice or to replace the relationship with any financial adviser. Therefore, you assume full risk and responsibility for your use of information obtained through the site. You should always obtain independent financial advice when making any decisions.
- 13.2 Although We make reasonable efforts to update the information on our site, We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 13.3 You are responsible for ensuring any data you upload to the site is up-to-date.

14 We are not responsible for websites we link to

- 14.1 Where our 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.
- 14.2 We have no control over the contents of those sites or resources and We accept no responsibility for loss or damage resulting from your use of these sites and resources.

15 Our responsibility for loss or damage suffered by you

- 15.1 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.

- 15.2 Please note that We only provide our site for domestic and private use. You agree not to use our 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.
- 15.3 If defective digital content that We have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, We will either repair the damage or pay you compensation. However, We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16 How we may use your personal information

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

17 We are not responsible for viruses and you must not introduce them

- 17.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 17.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 17.3 You must not misuse our 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 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. 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 our site will cease immediately.

18 Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by English law. We both 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.