

# **PENFOLD SAVINGS LIMITED**

## **Website Terms of Use**

### **Introduction – Who We Are and How to Contact Us**

PENFOLD SAVINGS LIMITED or 'us' or 'we' refers to the owner of the Website whose registered office is Kemp House, 160 City Road, London, England, EC1V 2NX. Our company registration number is Company number 11668244. The term 'you' or 'your' refers to the user or viewer of our Website.

To contact us, please use the contact details given on our Contact Page.

### **By Using Our Website You Accept These Terms**

These Terms of Use govern your use of the website through which you accessed these terms (the 'Website'). Please read these Terms of Use carefully before using the Website operated by us. By using our Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

### **There Are Other Terms That May Apply to You**

These terms of use govern the use of the website generally. There are additional terms, which also apply to your use of our site:

- Our Privacy Policy
- Our Acceptable Use Policy
- Our Cookie Policy
- The terms that govern your Penfold Pension which you access through this site.

### **Accessing our Website**

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if, for any reason, our Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us, particularly for the operative part of our Website for the Penfold Pension arrangements.

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, and 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 opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

You cannot access our Website for commercial or business purposes for your customers or clients, but only for your own personal use, or use by or in respect of your employees.



## **We May Suspend or Withdraw Our Website**

We do not guarantee that our Website, 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 our Website 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 our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **Our Website Is Only for Users in the UK**

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

## **Content**

The information published on the Website is provided for the convenience of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given as to the accuracy or completeness of information on these pages.

## **We May Make Changes to Our Website and these Terms**

We may update and change our site and these terms from time to time.

We may alter the information on the Website from time to time, including these Terms and the privacy notice to reflect changes to our Website and how you use it, our users' needs and our business priorities. It is your responsibility to check these Terms of Use from time to time and to remain in compliance with them. We will try to give you reasonable notice of any major changes

## **User-Generated Content Is Not Approved by Us**

Our Website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

## **How to Complain About Content Uploaded by Other Users**

If you wish to complain about content uploaded by other users, please contact us on the Contact Us Page.

## **Limitation of Liability**

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we (and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue,
  - loss of business,
  - loss of profits or contracts,
  - loss of anticipated savings,
  - loss of data,
  - loss of goodwill,
  - wasted management or office time, and
  - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Information about you and your visits to our Website**

We process information about you in accordance with our Website Privacy Notice, which is available through our Website. By using our Website, you consent to such processing, and you warrant that all data provided by you is accurate.

## **Viruses**

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website 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 Website will cease immediately. We use reasonable endeavours to prevent contamination by known viruses and to maintain the security of the Website but we do not warrant the information on the Website in any way, and in particular no warranty is given that the Website or its contents or hypertext links to other sites are accurate, complete, virus free or uncontaminated, nor can we guarantee that the Website may not be affected by deliberate damage by hackers, failure of plant, machinery, equipment or computers, power failure, failure of telecommunications lines or any criminal action.



You are advised to make your own virus checks and to implement your own precautions in this respect. We exclude all liability for contamination or damage caused by any virus or electronic transmission.

## **Hyperlinks**

The incorporation of any links to other websites is for your convenience and reference only and does not imply that we approve or endorse the contents of that website or the material available from it; we do not control and is not responsible for the content of any such websites in terms of their accuracy, suitability, legality or otherwise and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## **Law and Jurisdiction**

Your use of the Website is governed by the laws of England. You hereby consent to the non-exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of the Website.

## **Intellectual Property Rights**

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If you have any concerns about material which appears on our Website, please contact us either by our Live Chat or email us at [hello@getpenfold.com](mailto:hello@getpenfold.com).

Thank you for visiting our Website.