

## Website Terms and Conditions

Please take time to read these website terms and conditions, our privacy notice and cookie notice (the “Terms”) which will follow these website terms, before proceeding, as they set out our agreement with you about use of the website and are legally binding. Save as set out in these Terms, your use of this website and the content and services which may be accessed through it is at your own risk. Please contact us if you do not understand any point and ask for further information.

**WE WOULD LIKE TO DRAW YOUR ATTENTION TO CLAUSE 15 WHICH CONTAINS EXCLUSIONS AND LIMITATIONS OF LIABILITY FOR ANY LOSSES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF THIS WEBSITE. PLEASE READ THIS CLAUSE CAREFULLY.**

Any changes made to these Terms will be posted on this page as amended Terms and you will be asked to accept them. If you do not accept the amended Terms, you will not be authorised to continue to use this website.

### 1. INFORMATION ABOUT US

- 1.1 This website is owned and operated by Aon Solutions UK Limited which is authorised and regulated by the Financial Conduct Authority (register number: 539659). Aon Solutions UK Limited is a company registered in England and Wales under company number 4396810. Its registered office and main trading address is The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AN. VAT number GB 480840148. We will promptly advise you if at any time our authorisation is removed or suspended.
- 1.2 References in this website to “we”, “our” or “us” are references to Aon Solutions UK Limited, the Aon Group and/or their respective third party service providers and/or subcontractors (including without limitation): (i) the life assurance company with which we invest your pension scheme assets from time to time; (ii) Moneyhub Financial Technology Limited, incorporated and registered in England and Wales with company number 06909772 whose registered office is at 10 Temple Back, Bristol, BS1 6FL and (iii) Yodlee, Inc. incorporated in Delaware with its company address at 3600 Bridge Parkway, Suite 200, Redwood City, CA 94065.
- 1.3 References to the Aon Group include Aon Solutions UK Limited and its affiliates. References to “you” and “your” means each natural or legal person who uses this website or the services.
- 1.4 Your contractual relationship in relation to this website and the services provided through it is at all times with Aon Solutions UK Limited and not with any of our affiliates, third party service providers or their subcontractors.

### 2. PURPOSE OF THIS WEBSITE

- 2.1 We provide defined contribution, pension administration, benefits administration and investment services. This website is designed for employers and trustees of defined

contribution pension schemes and you as a member of one or more of those pension schemes. It provides access to account data and other general information on our pension services and products and certain services and products of third parties.

2.2 One of the features of the website is the “Money” service which enables you to view all your financial information in one secure place. You can use features on the website to retrieve your information held online by third party financial institutions of which you are a customer (e.g. bank accounts and credit cards) and along with information about your pension, show your overall financial position in one place both at the current time and against retirement goals.

2.3 Another feature of the website is the pension savings web service “TargetPlan”. Target Plan;

2.3.1 enables you to view your retirement savings account. You can use the website to check how much your account is worth, which funds you are invested in and how much you and your employer are contributing every month. You can access information about your investment options and retirement choices and use the myTarget tool to find out what your retirement income might look like (please see clause 11 below for more information on myTarget). Where applicable, you may choose to make changes to your account to help you to reach your ideal income in retirement, for example, by changing the amount you contribute, the way in which your account is invested or the date you wish to retire. Please note that any such changes will not necessarily achieve your ideal income in retirement and the income you will actually receive when you retire may be different from envisaged. The value of investments can go down in value as well as up and you may get back less than you invest. Please also refer to clause 3 below;

2.3.2 is not meant to be used by you as the basis for your investment or retirement decisions, but only to give you a general picture of your main investment options and retirement choices. TargetPlan does not give financial advice. The information and guidance provided by TargetPlan is basic information and general strategic guidance only. No specific recommendations regarding investments, retirement choices and/or their providers are given in TargetPlan and you should always satisfy yourself that any actions you may take on the basis of any information or guidance provided in TargetPlan are suitable in your particular case. If you are in any doubt about the suitability of a particular course of action, you should consult a financial adviser.

### **3. INFORMATION FOR GUIDANCE NOT ADVICE**

3.1 The information on this website does not constitute pensions, retirement, financial, investment, tax, legal or any other advice. You should always seek appropriate professional advice in relation to such decisions and satisfy yourself that any action you may take in reliance on the information provided on the website is suitable in your particular case.

3.2 Any information and guidance provided on this website is basic information and general guidance only. No specific recommendations regarding investments and/or their providers are provided.

3.3 If you are unsure about the suitability of a particular course of action, or you are seeking advice about your pension options, you can contact us via the website and speak to one of our advisers; we will be able to confirm the cost of such advice. Alternatively, you can find more information at the following link:

<https://www.the-fca.org.uk/consumers/finding-adviser>

3.4 Please note that if you wish to receive advice on your retirement options you will need to pay for this.

#### **4. BASIS OF USE**

4.1 You must be at least 18 years of age to use this website and any services provided through it.

4.2 You may access the website only for your personal use. When using our website, you must comply with the provisions of our acceptable use policy as set out in clause 6 below.

4.3 Your right to access the website will terminate automatically if you transfer your pension funds to another provider.

4.4 We reserve the right to suspend, withdraw or restrict access to the website, or any part of it, at any time for any purpose we deem reasonable, without notice. This includes where we believe that you have breached these Terms.

4.5 We shall not be obliged to restore any of your data which may be deleted in the course of suspending, withdrawing or restricting your access to the website. It is your responsibility to print out and/or save any materials or data which you may require in the future.

4.6 These Terms govern your access to information available on the website including information you provide and facilities and services offered via the website.

4.7 You are responsible for making all arrangements necessary for you to have access to our website including accessing the internet and installing, configuring and obtaining licences for any software required to use and access this website and for ensuring that software is operating properly .

4.8 If you choose, or are provided with, a user ID, password or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all use of the website when access is obtained through the use of your user ID and password, whether or not

authorised. For your security, we recommend that you close all open browsers relating to this website on completion of your visit.

- 4.9 Any information about your assets or debts with third parties which you elect to have displayed via this website and your dealings with those third parties, are subject to any terms and conditions those third parties have in place with you.

## 5. RESIDENCE

- 5.1 As our services and products are only available in the UK, this website is intended for UK residents only.

- 5.2 **IF YOU CHOOSE TO ACCESS THIS WEBSITE FROM A LOCATION OUTSIDE OF THE UK, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS RELATING TO SUCH ACCESS, INCLUDING THE VIEWING OR USING THE CONTENT OF THE WEBSITE, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.**

## 6. ACCEPTABLE USE POLICY

- 6.1 You may only use this website and any services provided through it for lawful purposes. You must comply with the acceptable use policy set out in this section.(the “**Acceptable Use Policy**”).

- 6.2 You must not nor must you allow another person to:

6.2.1 knowingly transmit any data, send or upload any material that is corrupt or 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 or perform any act that would cause the website to become unavailable for use by others (including via any form of denial-of service attack);

6.2.2 access without authority, interfere with, damage or disrupt any part of our website, any software, the server or other equipment or network used in the provision of our website (including where owned or used by any third party).

- 6.3 Breach of these above two requirements is a criminal offence under the Computer Misuse Act 1990. We will report any such breach and disclose your identity to the relevant law enforcement authorities.

- 6.4 Additionally, you agree not to use this website or to allow another person to use this website (including any content or materials on the website):

6.4.1 in any way that breaches any applicable local, national or international law or regulation;

6.4.2 in any way that is fraudulent or has any fraudulent purpose or effect;

- 6.4.3 for your own or another person's commercial purposes;
  - 6.4.4 to modify, adapt, decipher, decompile, disassemble or reverse engineer any of the software comprised in or in any way making up a part of the website or services provided by the website;
  - 6.4.5 to scrape, reproduce, duplicate, copy, modify, distribute, publish, resell or transmit any element comprised in this website, including any software comprised in it, the content or the services provided through it;
  - 6.4.6 to harm or attempt to harm minors in any way;
  - 6.4.7 to send, knowingly receive, upload, download (except for page caching as required to view this website on the internet in accordance with these Terms), post, distribute, disseminate, or otherwise transmit, any material which is inaccurate, illegal, defamatory, offensive, infringing, obscene, indecent, unsolicited, unauthorised (including "spam") or otherwise objectionable or which may expose you or us to legal action or reputational damage;
  - 6.4.8 to obtain or attempt to obtain unauthorised access to or interfere with, damage or disrupt any part of this website, any computer systems, equipment, software or networks on or through which this website is stored or operated;
  - 6.4.9 to access or interfere with another person's records, impersonate another person or create or use a false identity or e-mail address;
  - 6.4.10 to use any technology or processes of any kind to access, acquire, copy, monitor, navigate or search the website or any portion of it (including the use of data mining, robots or similar data gathering and extraction tools); or
  - 6.4.11 in any way that is not authorised by us.
- 6.5 You will fully co-operate with us where any law enforcement authorities, regulators or court order requests or directs us to disclose the identity or locate anyone posting any material in breach of our Acceptable Use Policy.

## **7. CONSEQUENCES OF BREACH OF ACCEPTABLE USE POLICY**

- 7.1 We may monitor and log user activity, and any material contributed by users for security purposes and in order to identify any actual or potential misuse of the website.
- 7.2 Failure to comply with our Acceptable Use Policy constitutes a material breach of these Terms.
- 7.3 Where we have reason to believe that you have, or you are likely to, use the website in breach of our Acceptable Use Policy, we may take such action as we reasonably deem appropriate including: immediate, temporary or permanent withdrawal of your right to use the website; immediate, temporary or permanent removal of any material contributed by

you to the website; legal proceedings against you; and/or disclosure of such information to law enforcement authorities or regulators as we reasonably feel is necessary.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All intellectual property rights in the website, in the material published on it and in its component systems are owned by, licensed or sub-licensed to us. All content on the website is subject to copyright with all rights reserved.
- 8.2 You must not remove any acknowledgement that we or any of our contributors is the author of any website content.
- 8.3 You may download or print content or individual sections or pages of the website for your personal use and information only (or, where applicable and provided we are acknowledged as the author of the material, for use in your capacity as trustee or employer of your company pension scheme only) and
- 8.4 You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or explanation.
- 8.5 You must not post to any social media or modify the paper or digital copies of any materials that you have printed off or downloaded from this website.
- 8.6 You must not modify, adapt, copy, distribute, download (except for page caching as required to view this website on the internet in accordance with these Terms), or post material from the website, nor may you store any part of the website in any other website or include it in any public or private electronic retrieval system or service.
- 8.7 If you print off, copy, download or post to social media any part of our website in breach of these Terms you must, at our option, return or destroy any copies of the materials you have made.

## **9. LICENCE**

- 9.1 You licence us to use any information, data, passwords, materials or other contents (collectively "Content") you provide to us through the website. You agree that we can use, modify, display, distribute and create new material using such Content so that we may provide services to you. By submitting Content you represent and agree that the owner of that Content (such as your bank) has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out in these Terms.
- 9.2 By using the "Money" service you specifically authorise us to access third party sites designated by you, using the "Money" service on your behalf, to retrieve information requested by you and to register for accounts requested by you. For all these purposes you now grant us limited authority and you appoint us as your agent with full power for you and in your name, to access third party internet sites, servers or documents, retrieve

information and use your information, all as described above, as fully as you might or could do in person.

- 9.3 You acknowledge and agree that when we access and retrieve information from third party sites we are doing so as your agent and not as an agent for any third party. You agree that third party account providers shall be entitled to rely on the foregoing authorisation and agency granted by you.
- 9.4 You understand and agree that the “Money” service is not endorsed or sponsored by any third party account providers.

## **10. THIRD PARTY CONTENT & PRODUCTS**

- 10.1 You may be able to apply for or request a change to certain products provided by third parties via this website. We are not responsible for products provided by third parties. Third party products are governed by separate terms and conditions of supply.
- 10.2 You agree that we are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into or varied by you with any third party in relation to any product or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.
- 10.3 It is your responsibility to seek advice or otherwise satisfy yourself that you wish to buy, sell or request a change to any product before doing so.

## **11. MYTARGET**

- 11.1 You will be able to access and use the myTarget tool via our website.
- 11.2 myTarget is a decumulation tool designed to help give you a general picture of your main retirement choices and what your retirement income might look like. You may not use myTarget for any other purpose. In particular, you must not use myTarget for the purposes of giving or receiving financial advice. You must not use myTarget unless you are ordinarily resident in the UK for tax purposes or UK domiciled for tax purposes.
- 11.3 myTarget does not cover all retirement choices available under the law and is based on our understanding of the current law. myTarget’s modelling of what your retirement income might look like is an estimate only and your actual retirement income may be substantially different. In estimating your retirement income, we have to make assumptions and projections about your other investments and it is also not possible to take into account all of your personal circumstances. Your pension could be worth more or less than the estimated value.
- 11.4 myTarget is not meant to be used by you as the basis for your investment or retirement decisions, but only to give you a general picture of your main retirement choices and what your retirement income might look like. myTarget does not give financial advice. The information and guidance provided by myTarget is basic information and general strategic guidance only. No specific recommendations regarding investments, retirement

choices and/or their providers are given in myTarget and you should always satisfy yourself that any actions you may take on the basis of any information or guidance provided in myTarget are suitable in your particular case. If you are in any doubt about the suitability of a particular course of action, you should consult a financial adviser.

- 11.5 In the course of using myTarget, you will be invited to submit personal data. Personal data may also have been submitted to myTarget by us, your employer (or other pension scheme operator) or our third party service provider. We will have access to your personal data but will only process your personal data to the extent necessary to enable you to use myTarget and to answer any queries you may have about how to use myTarget. It is your responsibility to check your data to ensure that it is correct (including data provided to us by your employer) and amend it as necessary. We may change or withdraw myTarget without notice or liability to you. We shall not be obliged to restore to you any of your data which may be deleted in the course of withdrawing or changing myTarget. It is your responsibility to print out and/or save any reports produced by myTarget and to ensure that any data that you input into myTarget is saved elsewhere.

## **12. LINKS FROM OUR WEBSITE**

- 12.1 On the website you may be offered hyperlinks to third party websites, products and resources that you may be interested in. These links are provided for your information only and do not imply any endorsement by us of the linked website, products or resources and are not intended to signify that we endorse such websites and/or products and/or resources or related products or services.
- 12.2 We do not accept any responsibility or liability for the content of those websites nor the services or products offered through such websites. It is your responsibility to check the terms and conditions of any other websites or resources you may visit and you use them and the products and/or services made available through them at your own risk.

## **13. LINKING TO THIS WEBSITE**

You are not permitted to link (or encourage any third party to link) any page on a third party website to any part of our website including by framing or hypertext link.

## **14. EXCLUSION OF WARRANTIES**

To the fullest extent possible under any applicable law we exclude all warranties whether express or implied with regard to this website, its content and any services accessed through it.

## **15. OUR LIABILITY**

**PLEASE READ THE PROVISIONS OF THIS CLAUSE CAREFULLY, AS THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSSES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF THIS WEBSITE.**



- 15.1 Nothing in these Terms excludes or limits any duties or liabilities that we owe to you under the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority, nor any other liability that cannot be excluded or limited under applicable law.
- 15.2 Subject to clause 15.1, we do not accept liability for any:
- 15.2.1 losses or damage caused to you in connection with or resulting from your use of this website;
  - 15.2.2 websites linked to it, any content, materials or information posted on it; or
  - 15.2.3 any services or products obtained through it,
- including liability for:
- loss of income or revenue;
  - loss of profits (whether direct or indirect); loss of contracts;
  - loss of anticipated savings;
  - loss, corruption or misuse of data;
  - loss or damage caused by unavailability of the web site; and
  - loss or damage caused by actions taken in response to breaches of our Acceptable Use Policy.
- 15.3 Whilst we take reasonable steps to ensure that the content of this website is accurate, current and complete, this website and the content and services available via it are provided “as is”. We do not accept liability for the accuracy or completeness of any website content. We do not accept liability for any errors or omissions or for the content becoming out of date. Certain features of the website will rely on data provided by you, or by your employer (or other third parties) in order to generate output. We recommend that you confirm the accuracy and completeness of any website content before relying on it.
- 15.4 Although we take all reasonable steps to protect our systems using virus checking software, please note that any content downloaded from the website is at your own risk. We do not accept liability for any loss or damage that you suffer as a result of any distributed denial-of-service attacks, computer viruses, Trojan horses, worms, software bombs or other damaging items resulting from your use of the website. You are responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary.
- 15.5 We shall not be liable to you or any third party if for any reason our website, or any part of it, is unavailable at any time or for any period of time.

- 15.6 We do not charge you a separate fee for access to and use of this website. On this basis, our total liability for any losses and/or damage suffered by you will be limited to £500.

## **16. YOUR LIABILITY**

You agree to reimburse us for all reasonable losses, costs, expenses, damages, liabilities, actions or proceedings suffered or incurred by us or any of our service providers arising from any use of the website by you in breach of these Terms including our Acceptable Use Policy.

## **17. INFORMATION ABOUT YOU AND YOUR VISITS TO THIS WEBSITE**

- 17.1 We collect personal information about you in order to provide you with defined contribution, pension administration, benefits administration and investment services, and to provide you with access to account data and other general information on our pension services and products and certain services and products of third parties.
- 17.2 We may also collect personal information about your spouse, partner or other immediate family member where they are included as the beneficiary or a dependent of a particular defined contribution, pension, benefits administration or investment service. You are responsible for informing your dependents or beneficiaries that we have received their personal information and the reason why.
- 17.3 You may provide personal information to us through the Website, such as via Money, and/or Target Plan, and we may also receive information from your employer or its service providers (such as payroll processors, health plans, or mutual funds).
- 17.4 The types of personal information we collect may include:
- Contact details: including name, address, phone number, email address;
  - National Insurance Number;
  - Demographic information: e.g. date of birth, gender, marital status;
  - Employment information: e.g. date of hire, employment status, pay history, tax withholding information, performance records, and date of termination;
  - Benefits programme participation and cover information: e.g. benefit elections, beneficiary information, claims information, benefit plan account balances or accrued benefits, and date of retirement;
  - Medical information: e.g. in relation to life, health, professional liability and workers compensation insurance or employee benefits programs sponsored by your employer;
  - Financial information: e.g. your pensions details (for example via Target Plan);

- Banking details: e.g. in Money you may elect to provide your bank account and login information to enable Money to present you with information on your personal financial position;
- Assets & borrowings information: e.g. in Money you may choose to provide details and values or estimated values of any assets and/or borrowings you have in order for those details to be reflected in your personal financial position presented to you.

17.5 Please note that information about you is processed in accordance with our Privacy Notice which forms part of these Terms.

17.6 Whenever you are asked to provide information in connection with the website or the related services, you agree to provide true, accurate, current and complete details. It is your responsibility to check your data to ensure that it is correct (including data provided to us by your employer) and up to date and to advise us or amend it as necessary.

17.7 It may not be possible to provide you with certain services if you do not provide the information required (unless we have indicated this information is optional)

17.8 We shall not be subject to any obligations of confidentiality regarding submitted information except as outlined in our Privacy Notice or as otherwise specifically agreed or required by law.

## **18. INTERPRETATION**

18.1 The headings used in these Terms are for convenience only and shall not affect their interpretation.

18.2 In these Terms, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender and any reference to a person includes a corporation, a partnership and any other body or entity, and vice versa.

18.3 Use of the words, includes or including or similar words or phrases means without limitation and the use of these or similar words or phrases shall not limit the meaning of the general words.

## **19. GENERAL**

19.1 Each of the provisions of these Terms (or part of any provision) is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability of the other provisions of these Terms. The provision itself shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.2 Failure or delay by us in enforcing these Terms shall not be a waiver of that or any other provision of these Terms.

- 19.3 None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.
- 19.4 You may not assign any of your rights or obligations under these Terms.
- 19.5 These Terms (including for the avoidance of doubt the Privacy Notice) constitute the whole agreement and understanding between you and us in relation to their subject matter and the use of this website. Except in case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements between you and us relating to the subject matter of these Terms or your use of this website are superseded, except as otherwise expressly stated in these Terms.
- 19.6 We reserve the right at any time and without notice to remove, amend or vary any content on any page of this website, including these Terms.
- 19.7 You agree that any notices and other communication may be given by us by e-mail or posted on this website and this will comply with any legal requirement for such communications to be in writing. You also agree that any notice or other communication made in such manner will be deemed received by you twenty four (24) hours after e-mail or posting.

**20. DISPUTES AND APPLICABLE LAW**

- 20.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 The English courts will have exclusive jurisdiction to hear and determine or otherwise settle any claim, suit, dispute or action arising out of or in connection with these Terms or their subject matter or a visit to this website or use of the services.