

TERMS OF USE (UK)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

WHAT'S IN THESE TERMS?

These Terms of Use set out the terms and conditions of use of our website www.yourfinancialfuture.com (our Website).

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1. WHO WE ARE AND HOW TO CONTACT US

www.yourfinancialfuture.mercer.com is a website operated by Mercer Limited (“We”).

We are registered in England and Wales under company number 984275 and have our registered office at 1 Tower Place West, Tower Place, London EC3R 5BU. Our VAT number is GB 244 2517 79.

We are regulated by Financial Conduct Authority (“FCA”) to undertake certain regulated financial services. Details of the relevant permissions for Mercer Limited can be viewed on the FCA’s register. Our FCA reference number is 121935.

If you have any suggestions or ideas, or in the unlikely event that something goes wrong, please get in touch. Please note that any suggestions or ideas we choose to implement shall become the property of Mercer unless agreed otherwise.

2. BY USING OUR WEBSITE YOU ACCEPT THESE TERMS

By using our Website, you confirm that you accept these terms of use and that you agree to bound by them. If you do not agree to these terms, you must not use our Website.

We recommend that you print a copy of these terms for future reference.

3. 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 Website:

- Our **Privacy Notice**, which sets out the terms on which we process any personal data we collect from you (if applicable), or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our **Cookie Policy**, which sets out information about the cookies on our Website.

Our Website is for information purposes only. In the event you are directed to any third party, including a financial adviser, such third party services will be subject to their own terms and conditions.

4. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. For any material changes to these terms, we will display a banner on the Website to this effect.

5. WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time to reflect changes to users' needs and our business priorities.

6. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Our Website is made available free of charge to you.

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, either temporarily or permanently. We will try to give you reasonable notice of any suspension or withdrawal. We shall not be liable to you or any third party for any such modifications 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.

7. 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.

8. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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 (if applicable), you must treat such information as confidential. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

9. HOW YOU MAY USE MATERIAL ON OUR WEBSITE

We are the owner or the licensee of all copyrights, design rights, database rights and other intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. Our images, logos and names used on this site are owned by us or our licensor. Our name may not be used in any way, including in advertising or publicity without our prior written consent. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

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.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

PROHIBITED USES

You may use our Website only for lawful purposes. You may not use our Website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Website;
 - any equipment or network on which our Website is stored;
 - any software used in the provision of our Website; or
 - any equipment or network or software owned or used by any third party.

10. DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on our Website is provided for general information only and does not amount to financial or other advice. It is not intended to amount to advice on which you should rely. This Website is provided solely to enable you to make your own decisions in respect of the content on our Website. If you are unsure of the suitability of any option for you, you should seek your own professional or financial advice. Nothing on this Website (or in any communication you receive from us) should be regarded as offering personal financial advice and/or the provision of advice on suitability.

This site is for information only and is not personal financial advice. If you require financial advice you should seek this from an authorised financial adviser. The value of investments can go down as well as up, so you could get back less than you invest. The information on this site is based on our current understanding of legislation, taxation and HMRC practice which may change in the future.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

11. WE ARE NOT RESPONSIBLE FOR ANY EXTERNAL WEBSITES WE LINK TO FROM OUR WEBSITE

Where our Website contains links to other websites 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. We do not endorse or recommend any views, advice, products or services offered on a site accessible via this Website.

We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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. All conditions, warranties, representations, whether express or implied, which may apply to this Website are excluded from these Terms of Use to the extent they may be excluded as a matter of law.

We will not be responsible for any breach of these Terms of Use outside our reasonable control or for any indirect or consequential losses or damages you may suffer.

Please note that we only provide our Website for domestic and private use. You agree not to use our Website 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.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (1) your use or inability to use the Website including your use of any information displayed on this Website and: (2) the inaccuracy of any information you provide to us or your employer.

The Website may display separate terms or disclaimers applicable only to a specific section of the Website. These Terms of Use apply to any such section however should any inconsistency arise between these Terms of Use and any such terms or disclaimers relevant to that section of the Website, the latter will prevail to the extent of any such inconsistency.

This Website may include information and materials provided for and on behalf of Universities Superannuation Scheme Limited (together, the “**Company**”), and appropriate data sharing agreements (if applicable and required) are in place with the Company and Mercer. This information and these materials have not been verified or approved by us. We will not be responsible or liable to you for any inaccuracies, errors or omissions in such information, materials or content on the Website. By using this Website, you consent to the use of such information by us for the purposes of providing the content on this Website and consent to being contacted by us in relation to your use of this Website.

13. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, logic bombs or other material that 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 site. 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.

14. RULES ABOUT LINKING TO OUR WEBSITE

You may not create any link to this Website (other than in the form of bookmarks or personal links solely for your own use) without the express prior written consent of Mercer Limited.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website without our permission. We reserve the right to withdraw linking permission without notice.

15. BREACH OF THESE TERMS OF USE

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

16. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and 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.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

LAST UPDATED: NOVEMBER 2020