

CURTIS BANKS PENSIONS

Secure Portal Conditions of Use



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These Conditions of Use set out the terms between you and Curtis Banks Pensions, under which you may access the Curtis Banks Secure Portal.

References to specific enactments or rules include reference to those enactments or rules as amended, re-enacted or replaced from time to time.

Expression What it means in this document

| | |
|----------------------------|--|
| Authorised Person | a person who has been authorised by You to access the Curtis Banks Secure Portal and to whom a UserID has been issued by the Provider. |
| Conditions of Use | the terms and conditions set out here and as provided within the Website Terms of Use, Privacy Policy and Cookie Policy. |
| Contributions | any and all material and Data which You contribute via the Curtis Banks Secure Portal. |
| Cookie Policy | the Curtis Banks Pensions Cookie Policy, available at www.curtisbanks.co.uk . |
| Curtis Banks Pensions | Suffolk Life Pensions Limited trading as Curtis Banks Pensions, whose registered office is at 153 Princes Street, Ipswich, Suffolk IP1 1QJ (company number 1180742). We are authorised and regulated by the Financial Conduct Authority ("FCA") (FCA Number 116298). |
| Curtis Banks Secure Portal | Curtis Banks Pensions' web infrastructure and related computer systems providing a single point of access to the Data. |
| Data | the personal and other Data and information relating to the client's and their SIPPs, made available via the Curtis Banks Secure Portal. |
| Equipment and Software | Your equipment, software, internet and other network connections. |
| IFA Terms of Business | the agreement between You and the Provider governing how the two parties do business together. |
| Permissions | the level of access and permissions assigned to an Authorised Person, as may be altered by the Provider from time to time and as further detailed on the Curtis Banks Secure Portal. |
| Privacy Policy | the Nucleus Financial Platforms group privacy policy, available at www.nucleusfinancial.com/privacy-notice . |
| Provider | the Provider of SIPPs, being one of the following: <ul style="list-style-type: none">a. Suffolk Life Annuities Limited - whose registered office is at 153 Princes Street, Ipswich, Suffolk IP1 1QJ (company number 1011674) and/or;b. Suffolk Life Pensions Limited - whose registered office is at 153 Princes Street, Ipswich, Suffolk IP1 1QJ (company number 1180742), trading as Curtis Banks Pensions for the provision of Your Future SIPP. |
| SIPPs | the self-invested pension plans managed by the Provider. |
| UserID | a UserID(s), login names, PIN, passwords or other measures allocated to an Authorised Person from time to time by or on behalf of Curtis Banks Pensions to enable access to and use of the Curtis Banks Secure Portal. |
| we/us/our | Curtis Banks Pensions. |
| Website Terms of Use | the terms of use on Curtis Banks' main corporate website, available at www.curtisbanks.co.uk . |
| You/Your | the client, the company, adviser, employee, firm, partnership, other organisation or corporate body, or other person who uses the Curtis Banks Secure Portal. |

1 Summary

- 1.1 These **Conditions of Use** set out the terms between **You** and **Curtis Banks Pensions** under which **You** may access the **Curtis Banks Secure Portal**. These **Conditions of Use** apply to all users of, and visitors to, the **Curtis Banks Secure Portal**. If **Your Provider** is an entity other than **Curtis Banks Pensions**, **You** acknowledge and agree that **Curtis Banks Pensions** provides the **Curtis Banks Secure Portal** on behalf of that **Provider** and any enquiries or issues relating to the **Data** or **SIPPs** should be directed to the **Provider**, not to **Curtis Banks Pensions**.
- 1.2 **Your** use of the **Curtis Banks Secure Portal** means that **You** accept, and agree to abide by, all the statements in these **Conditions of Use**, our **Website Terms of Use**, **Privacy Policy** and **Cookie Policy**. In particular, **You** acknowledge that by accessing the **Curtis Banks Secure Portal**, **You** will create a 'cookie'. This **Data** is transferred to **Your** browser by a web server and is used and stored temporarily by the **Curtis Banks Secure Portal** to allow **You** to carry information across pages and avoid having to re-enter information. **You** have the ability to accept or decline cookies by modifying the settings in **Your** browser; however, **You** will not be able to use the **Curtis Banks Secure Portal** if cookies are disabled.
- 1.3 Where an individual agrees to these **Conditions of Use** on behalf of a company or other corporate body, firm, partnership or other organisation, the individual warrants that he/she has the authority to do so and to contractually bind the relevant organisation.
- 1.4 Where advisers have **IFA Terms of Business**, access to the **Curtis Banks Secure Portal** is subject to **IFA Terms of Business** with the **Provider** and access being granted by the relevant **Provider**, either itself or through an authorised third party. An adviser who is an **Authorised Person** who has access to **Data** on a **Secure Portal** provided by **Suffolk Life** prior to 31 December 2018 will be granted access to the **Curtis Banks Secure Portal** for existing clients and pending execution of **IFA Terms of Business**.
- 1.5 Access to the **Curtis Banks Secure Portal** for clients is subject to having an active plan with a **Provider** and access being granted by the relevant **Provider**, either directly or through an authorised party.
- 1.6 **You** must at all times retain all authorisations, permissions, authorities, licenses and skills necessary for **You** to carry out **Your** activities under these **Conditions of Use** and the **IFA Terms of Business**, and will act honestly and professionally and in all respects comply with all rules and regulations applicable to **You**.

2 Connection and use of equipment and software

- 2.1 **You** shall ensure that **You** have the **Equipment and Software** necessary to obtain access to the **Curtis Banks Secure Portal**. **Curtis Banks Pensions** shall not have obligations or liability in respect of any failure to access the **Curtis Banks Secure Portal** or any defects in the performance of the **Curtis Banks Secure Portal** that are due to any defect or failure of the **Equipment and Software**.
- 2.2 **You** shall ensure **you** have adequate Information Security protection measures in place, including appropriate firewalls and anti-virus software on **Your Equipment and Software**.
- 2.3 **You** shall access the **Curtis Banks Secure Portal** via the internet or such other electronic means of access or communication as may reasonably be required by **Curtis Banks Pensions** from time to time.
- 2.4 **Curtis Banks Pensions** may at any time require **You** to (or may itself) disconnect the **Equipment and Software** from accessing the **Curtis Banks Secure Portal** if, in the opinion of **Curtis Banks Pensions**, the **Equipment and Software** is, or has been, the cause or contributory factor of, or is likely to be the cause of, failures, interruptions, errors or defects in the **Curtis Banks Secure Portal** or the **Data**.
- 2.5 **You** shall ensure that:
 - a. **Your Equipment and Software** is used in such a manner as will not adversely affect or corrupt the **Curtis Banks Secure Portal** or **Data** or any other software which may be used by **Curtis Banks Pensions** or used in the **Curtis Banks Secure Portal**; and
 - b. **Your Equipment and Software** is not used to access or retrieve any **Data** which **You** are not entitled to access.

- 2.6 **Curtis Banks Pensions** may at any time:

- a. suspend access to the **Curtis Banks Secure Portal** for the purposes of repair, maintenance, support of or changes to the **Curtis Banks Secure Portal** or if there is, or if **Curtis Banks Pensions** believes there to be, any fault in the **Curtis Banks Secure Portal** or **Data**; and/or
- b. change the specification of the **Equipment and Software** for access to the **Curtis Banks Secure Portal**.

3 UserID and access to the Curtis Banks Secure Portal

- 3.1 **You** shall ensure that:
 - a. each **Authorised Person**:
 - i. only uses their individual **UserID**, as allocated to them for the assigned **Permissions**.
- 3.2 **You** shall not allow:
 - a. simultaneous access to the **Curtis Banks Secure Portal** using the same **UserID**;
 - b. the transfer or sharing of a **UserID** and/or password;
 - c. a person to access the **Curtis Banks Secure Portal** via a **UserID** issued to another **Authorised Person**, even if the **Authorised Person** no longer works for **You**;
- 3.3 **You** shall notify **Curtis Banks Pensions** immediately if a **UserID**:
 - a. becomes known or accessible to someone other than an **Authorised Person**; or
 - b. is no longer to be used by the person to whom the **UserID** was allocated;
- 3.4 On becoming aware of any unauthorised use of, or access to, the **Curtis Banks Secure Portal** or other breach of these **Conditions of Use**, **You** shall take reasonable steps to ensure that such use or activity ceases as soon as reasonably practicable and to prevent a recurrence of it.
- 3.5 If a **UserID** has not been used to gain access to the **Curtis Banks Secure Portal** for a period of one year, **Curtis Banks Pensions** may cancel that **UserID** without giving prior notice to **You** or any affected **Authorised Person**.

4 Prohibited uses

- 4.1 **You** and any **Authorised Person** shall only access the **Curtis Banks Secure Portal** for lawful purposes and in accordance with these **Conditions of Use** and any applicable **IFA Terms of Business**.
- 4.2 **You** and any **Authorised Person** shall not use the **Curtis Banks Secure Portal**:
 - a. in any way that breaches any applicable local, national or international law or regulation;
 - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - c. for the purpose of harming or attempting to harm minors in any way;
 - d. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out overleaf;
 - e. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - f. to knowingly transmit any **Data**, send or upload any material that 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 of the **Curtis Banks Secure Portal** or **Data** or any other computer software, hardware or network used by **Curtis Banks Pensions**.

- 4.3 You and any **Authorised Persons** shall not:
- reproduce, duplicate, copy with the intent to re-sell any part of the **Curtis Banks Secure Portal** or the **Data**;
 - make alterations to, or modifications of, the whole or any part of the **Curtis Banks Secure Portal** or **Data**;
 - disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the **Curtis Banks Secure Portal** or **Data**, or attempt to do any such thing; or
 - access without authority, interfere with, damage or disrupt:
 - any part of the **Curtis Banks Secure Portal** or **Data**;
 - any **equipment** and **software** on which the **Curtis Banks Secure Portal** and **Data** are stored;
 - any **equipment** and **software** used in the provision of the **Curtis Banks Secure Portal** and **Data**; or
 - any **equipment** and **software** or network owned or used by any third party which are used to deliver the **Curtis Banks Secure Portal** and the **Data**.

5 Content standards

- 5.1 These content standards apply to any and all **Contributions**. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any **Contributions** as well as to its whole.
- 5.2 Contributions must:
- be accurate (where they state facts);
 - be genuinely held (where they state opinions); and
 - comply with applicable law in the UK and in any country from which they are posted.
- 5.3 Contributions must not:
- contain any material which is defamatory of any person;
 - contain any material which is obscene, offensive, hateful or inflammatory;
 - promote sexually explicit material;
 - promote violence;
 - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - infringe any copyright, database right or trademark of any other person;
 - be likely to deceive any person;
 - be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - promote any illegal activity;
 - be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;
 - be likely to harass, upset, embarrass, alarm or annoy any other person;
 - be used to impersonate any person or to misrepresent your identity or affiliation with any person;
 - give the impression that they emanate from us, if this is not the case; or
 - advocate, promote or assist any unlawful act including but not limited to, copyright infringement or computer misuse.

6 Suspension and termination

- 6.1 Without prejudice to its other rights and remedies under these **Conditions of Use** and in law, if You commit a material or persistent breach of these **Conditions of Use** (for the avoidance of doubt and without limitation, any breach of clauses 2, 3, 4 or 5 shall be deemed a material breach), **Curtis Banks Pensions** may take all or any of the following actions:
- immediate, temporary or permanent withdrawal of Your and/or any **Authorised Person's** right to use the **Curtis Banks Secure Portal**;
 - immediate, temporary or permanent removal of any **Contributions**;
 - issue of a warning to You;
 - commence 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;
 - take further legal action against You;
 - disclose such information to law enforcement authorities as **Curtis Banks Pensions** reasonably feels is necessary.

- 6.2 **Curtis Banks Pensions** excludes liability for actions taken in response to breaches of these **Conditions of Use**. The remedies described in this clause are not limited, and **Curtis Banks Pensions** reserves the right to take any other action as they may deem appropriate.

7 Use of information

- 7.1 **Curtis Banks Pensions** will collect personal information about each **Authorised Person** and may use and process that information in accordance with the **Provider's Privacy Policy**.

8 Changes to these Conditions of Use

- 8.1 We may revise these **Conditions of Use** at any time. You are expected to check the **Conditions of Use** from time to time to take notice of any changes we make, as they are legally binding on You if You continue to access the **Curtis Banks Secure Portal**. Some of the provisions contained in our **Conditions of Use** may also be superseded by provisions or notices published elsewhere on our website or the **Curtis Banks Secure Portal**.
- 8.2 These **Conditions of Use** are to be governed and construed according to English law. Any dispute arising under them will be subject to the jurisdiction of the courts of England and Wales.

9 Intellectual property and other rights

- 9.1 You acknowledge that all intellectual property rights in the **Curtis Banks Secure Portal** and **Data** accessed anywhere in the world via the **Curtis Banks Secure Portal** belongs to **Curtis Banks Pensions** or its licensors, and that You have no rights in, or to, the **Curtis Banks Secure Portal** or **Data** other than the right to use them in accordance with these **Conditions of Use**.
- 9.2 You remain the legal owner of any contributions You upload via the **Curtis Banks Secure Portal**. You grant **Curtis Banks Pensions** a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, worldwide licence to use such contributions. You should keep Your own record of any **Contributions**, as **Curtis Banks Pensions** cannot be responsible for the maintenance of such **Contributions**. In the event of any loss or damage to **Contributions**, Your sole and exclusive remedy shall be for **Curtis Banks Pensions** to use reasonable endeavours to restore the lost or damaged **Contributions** from the latest back-up maintained by **Curtis Banks Pensions**.

10 Warranties and disclaimer

- 10.1 Whilst **Curtis Banks Pensions** shall use reasonable endeavours to make the **Curtis Banks Secure Portal** and **Data** available, and to ensure the accuracy of **Data**, **Curtis Banks Pensions** does not represent or warrant that the provision of the **Curtis Banks Secure Portal** or **Data** will be uninterrupted or error-free. There will be occasions when **Your** use of the **Curtis Banks Secure Portal** and **Data** may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs or due to failure of the telecommunications links and/or equipment and, due to the nature of making **Data** available via the internet, the **Data** may not always be error-free. **Curtis Banks Pensions** may alter the **Curtis Banks Secure Portal**, including by the alteration, addition or removal of features or functionality, or withdraw the **Curtis Banks Secure Portal** at any time.
- 10.2 **You** acknowledge and agree that **Data** published on the **Curtis Banks Secure Portal** includes valuation information, which may be subject to change or which is only provided by third parties at designated intervals, meaning such **Data** may not be accurate or up-to-date. The provision of such **Data** is subject to the **Provider's** valuation policy, which can be accessed via its website, and neither **Curtis Banks Pensions** nor the **Provider** shall have any liability in relation to **Your** reliance on such **Data**. It is **Your** responsibility to verify that the **Data**, as stated at a particular date and time, is accurate and suitable to meet **Your** requirements.
- 10.3 **Curtis Banks Pensions** shall use commercially reasonable efforts to protect the **Curtis Banks Secure Portal** from viruses and malware but will not be liable to **You** or any **Authorised Person** for any direct or indirect loss, costs or damages caused by viruses, malware or other harmful material transmitted or accessed via use of the **Curtis Banks Secure Portal**.
- 10.4 Other than as detailed in these **Conditions of Use**, **Curtis Banks Pensions** hereby disclaims any and all warranties (including statutory conditions and warranties), whether express or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.

11 Limitation of liability

- 11.1 **You** acknowledge that the **Curtis Banks Secure Portal** has not been developed to meet **Your** individual requirements.
- 11.2 **Curtis Banks Pensions** will have no liability to **You** for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).
- 11.3 Subject to clause 11.2 and 11.4, **Curtis Banks Pensions'** maximum aggregate liability under or in connection with **Your** use of the **Curtis Banks Secure Portal** (including **Your** use of any services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500.
- 11.4 Nothing in these **Conditions of Use** shall limit or exclude **our** liability for:
- death or personal injury resulting from **our** negligence;
 - fraud or fraudulent misrepresentation; and
 - any other liability that cannot be excluded or limited by English law.

12 Events outside of our control

- 12.1 **Curtis Banks Pensions** will not be liable or responsible for any failure to perform, or delay in performance of, any of **our** obligations under these **Conditions of Use** that is caused by any act or event beyond **our** reasonable control, including, but not limited to, failure of public or private telecommunications networks.

13 Other important terms

- 13.1 **Curtis Banks Pensions** may transfer its rights and obligations under these **Conditions of Use** to another organisation, but this will not affect **Your** rights. **You** may only transfer **Your** rights or obligations under these **Conditions of Use** to another person provided **our** prior written consent is obtained.
- 13.2 These **Conditions of Use**, together with any documents referred to in them, constitute the entire agreement between **You** and **Curtis Banks** and govern **Your** use of the **Curtis Banks Secure Portal**, superseding any prior agreements between **You** and **Curtis Banks Pensions**.
- 13.3 **You** have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) made by **Curtis Banks Pensions** that is not set out in the **Conditions of Use**. **You** shall have no claim against **Curtis Banks Pensions** for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 13.4 No third party shall have the right to enforce any provision in these **Conditions of Use**.
- 13.5 If **Curtis Banks Pensions** fails to insist that **You** perform any of **Your** obligations under these **Conditions of Use**, or if **Curtis Banks Pensions** does not enforce its rights against **You**, or if **Curtis Banks Pensions** delays in doing so, that will not mean that **Curtis Banks Pensions** has waived its rights against **You** and will not mean that **You** do not have to comply with those obligations. If **Curtis Banks Pensions** does waive a default by **You**, it will only do so in writing, and that will not mean that **Curtis Banks Pensions** will automatically waive any later default by **You**.
- 13.6 Each of the clauses in these **Conditions of Use** operates separately. If any court or competent authority decides that any clause or part of any clause herein is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

14 Accessing our services

- 14.1 If **You** experience difficulties accessing any of **our** services due to personal circumstances, **we** may be able to make some adjustments to help **You**. Please contact **our** SIPP Support Team on 0370 414 7000 or sippsupportteam@curtisbanks.co.uk to discuss any support adjustments that may be available to **You**.

Please now sign and return the declaration section overleaf.

15 Declaration

Declaration

- I have read, agree to and have kept a copy of the foregoing Conditions of Use for the Curtis Banks Secure Portal.

Signature

Name

Firm name

Position in organisation

Signed

Date

Telephone

For literature in alternative formats, such as Braille, large print, audio or E-text, please call us on 0370 414 7000, or via the Typetalk service on 18001 0370 414 7000.

Curtis Banks Pensions,
153 Princes Street,
Ipswich, IP1 1QJ

T 0370 414 7000
F 0370 414 8000
curtisbanks.co.uk

Call charges will vary. We may record and monitor calls.

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