

Curtis Banks Secure Portal Conditions of Use

1 Accessing our services

- 1.1 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 Client Management Team on 0370 414 7000 or cmt@curtisbanks.co.uk to discuss any support adjustments that may be available to You.

2 Definitions

- 2.1 The following terms shall have the following meanings:

‘**Authorised Machine**’ - computer or software in **Your Equipment and Software** that has been configured to access the **Secure Portal** and to which a **UserID** has been allocated.

‘**Authorised Person**’ - a person who has been authorised by **You** to access the **Secure Portal** and to whom a **UserID** has been issued by **Curtis Banks**. More than one such person shall be referred to as **Authorised Persons**.

‘**Conditions of Use**’ - the terms and conditions set out here as provided within the **Website Terms of Use** and **Privacy Policy**.

‘**Contributions**’ - any and all material and **Data** which **You** contribute via the **Secure Portal**.

‘**Curtis Banks**’ - Curtis Banks Limited whose registered office is at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP (Company number 6758825).

‘**Data**’ - the personal and other data and information relating to **Curtis Banks**’ clients and their pension scheme(s).

‘**Equipment and Software**’ - **Your** equipment, software, internet and other network connections.

‘**IFA Terms of Business**’ - the agreement between **You** and **Curtis Banks** governing how the two parties do business together.

‘**Permissions**’ - the level of access and permissions assigned to an **Authorised Person** whether Top Level Administrator (TLA), IFA or Support and as further detailed on the **Secure Portal**.

‘**Privacy Policy**’ - the **Curtis Banks** [Privacy Policy](#).

‘**Secure Portal**’ - **Curtis Banks**’ web infrastructure and related computer systems providing a single point of access to the **Data**.

‘**User ID**’ - a **UserID(s)**, logon names, PIN, passwords or other measurements allocated to an **Authorised Person** or an **Authorised Machine** from time to time by or on behalf of **Curtis Banks** to enable access to and use of the **Secure Portal**.

‘**Website Terms of Use**’ - the terms of use on **Curtis Bank**’s main [website](#).

‘**You, Your**’ - the company or other corporate body, firm, partnership, or other organisation, or other person who uses the **Secure Portal**.

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

3 Summary

- 3.1 These **Conditions of Use** set out the terms between **You** and **Curtis Banks** under which **You** may access the **Secure Portal**. These **Conditions of Use** apply to all users of, and visitors to, the **Secure Portal**.
- 3.2 **Your** use of the **Secure Portal** means that **You** accept, and agree to abide by, all statements in these **Conditions of Use**, our **Website Terms of Use** and **Privacy Policy**. 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 they have the appropriate authority to do so and to contractually bind the relevant organisation.
- 3.3 The **Secure Portal** is operated by **Curtis Banks**. **Curtis Banks**’ VAT number is 207996471.
- 3.4 **Curtis Banks** is authorised and regulated by the Financial Conduct Authority (‘**FCA**’), (**FCA** Number 492502).
- 3.5 **You** must at all times retain all authorisations, permissions, authorities, licences 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**.

4 Connection and Use of Equipment and Software

- 4.1 You shall ensure that You have the **Equipment and Software** necessary to obtain access to the **Secure Portal**. **Curtis Banks** shall not have obligations or liability in respect of any failure to access the **Secure Portal** due to any defect or failure of the **Equipment and/or Software**.
- 4.2 You shall access the **Secure Portal** via the internet or such other electronic means of access or communication as may be reasonably required by **Curtis Banks** from time to time.
- 4.3 **Curtis Banks** may at any time require You to (or may itself) disconnect the **Equipment and Software** from accessing the **Secure Portal** if in the opinion of **Curtis Banks** 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 **Secure Portal** or the **Data**.
- 4.4 You shall ensure that:
 - 4.4.1 Your **Equipment and Software** is used in such a manner as will not adversely affect or corrupt the **Secure Portal** or **Data** or any other software which may be used by **Curtis Banks** or used in the **Secure Portal**; and
 - 4.4.2 You have adequate Information Security protection measures in place, including appropriate firewalls and anti-virus software on Your **Equipment and Software**; and
 - 4.4.3 Your **Equipment and Software** is not used to access or retrieve any **Data** which You are not entitled to access.
- 4.5 **Curtis Banks** may at any time:
 - 4.5.1 suspend access to the **Secure Portal** for the purposes of repair, maintenance, support of or changes to the **Secure Portal**, or if there is or if **Curtis Banks** believes there to be, any fault in the **Secure Portal** or **Data**; and/or
 - 4.5.2 change the specification of the **Equipment and Software** for access to the **Secure Portal**.

5 User ID and Access to the Secure Portal

- 5.1 You shall ensure that
 - 5.1.1 each **Authorised Person**:
 - only uses their individual **UserID**, as allocated to them for the assigned **Permissions**.
 - 5.1.2 where an **Authorised Machine** is used to obtain access to the **Secure Portal**:
 - only the individual **UserID** allocated to the **Authorised Machine** is used; and
 - the **Authorised Machine** has been properly configured to access the **Secure Portal**.
- 5.2 You shall not allow:
 - 5.2.1 simultaneous access to the **Secure Portal** using the same **UserID**;
 - 5.2.2 the transfer or sharing of a **UserID** and/or password;
 - 5.2.3 a person to access the **Secure Portal** via a **UserID** issued to another **Authorised Person**, even if the **Authorised Person** no longer works for You.
- 5.3 You shall notify **Curtis Banks** immediately if a **UserID**:
 - 5.3.1 becomes known or accessible to someone other than an **Authorised Person**; or
 - 5.3.2 is no longer to be used by the person to whom or the **Authorised Machine** to which the **UserID** was allocated.
- 5.4 On becoming aware of any unauthorised use of or access to the **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.
- 5.5 If a **UserID** has not been used to gain access to the **Secure Portal** for a period of one year, **Curtis Banks** may cancel that **UserID** without giving prior notice to You or any affected **Authorised Persons**.

6 Prohibited Uses

- 6.1 You and any **Authorised Person** shall only access the **Secure Portal** for lawful purposes and in accordance with these **Conditions of Use** and the **IFA Terms of Business**.
- 6.2 You and any **Authorised Person** shall not use the **Secure Portal**:
 - 6.2.1 in any way that breaches any applicable local, national or international law or regulation;
 - 6.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 6.2.3 for the purpose of harming or attempting to harm minors in any way;
 - 6.2.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below;

6 Prohibited Uses (continued)

- 6.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any form of similar solicitation (spam);
- 6.2.6 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 Secure Portal or **Data** or any other computer software, hardware or network used by **Curtis Banks**.
- 6.3 **You** and any **Authorised Person** shall not:
 - 6.3.1 reproduce, duplicate or copy with the intent to re-sell any part of the **Secure Portal** or the **Data**;
 - 6.3.2 make alterations to, or modifications of, the whole or any part of the **Secure Portal** or **Data**;
 - 6.3.3 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the **Secure Portal** or **Data** or attempt to do any such thing; or
 - 6.3.4 access without authority, interfere with, damage or disrupt:
 - any part of the **Secure Portal** or **Data**;
 - any equipment and/or software on which the **Secure Portal** and **Data** are stored;
 - any equipment and/or software used in the provision of the **Secure Portal** and **Data**; or
 - any equipment and/or software or network owned or used by any third party which are used to deliver the **Secure Portal** and the **Data**.

7 Content Standards

- 7.1 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 **Contribution** as well as to its whole.
- 7.2 Contributions must
 - be accurate (where they state the 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.
- 7.3 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 trade mark 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 **Curtis Banks**, if this is not the case;
 - advocate, promote or assist any unlawful act including, but not limited to copyright infringement or computer misuse.

8 Suspension and Termination

- 8.1 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 4, 5, 6 or 7 shall be deemed a material breach), or if the **IFA Terms of Business** are suspended or terminated for any reason, **Curtis Banks** may take all or any of the following actions:
 - 8.1.1 immediate, temporary or permanent withdrawal of **Your** and/or any **Authorised Person's** right to use the **Secure Portal**;
 - 8.1.2 immediate, temporary or permanent removal of any **Contributions**;
 - 8.1.3 issue of a warning to **You**;
 - 8.1.4 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;
 - 8.1.5 further legal action against **You**;
 - 8.1.6 disclosure of such information to law enforcement authorities as **Curtis Banks** reasonably feels is necessary.
- 8.2 **Curtis Banks** 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** reserves the right to take any other action as they may deem appropriate.

9 Use of Information

- 9.1 Curtis Banks will collect personal information about each **Authorised Person** and may use and process that information:
- 9.1.1 to allow it to check the firm's financial standing;
 - 9.1.2 to ensure that **You** are using the **Secure Portal** in an appropriate manner;
 - 9.1.3 to contact **You** and **Authorised Persons** about use of the **Secure Portal**;
 - 9.1.4 to be used for reporting and statistical purposes; and
 - 9.1.5 for any other appropriate purpose or use including sharing information with other government departments and agencies, regulators or enforcement agencies.

For further details of the Curtis Banks' use of information please see our **Privacy Policy**.

10 Changes to these Conditions of Use

- 10.1 We may revise these **Conditions of Use** at any time. **You** are expected to check Curtis Banks' web page and these **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 **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 **Secure Portal**.
- 10.2 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.

11 Intellectual Property and Other Rights

- 11.1 **You** acknowledge that all intellectual property rights in the **Secure Portal** and **Data** anywhere in the world belong to Curtis Banks or its licensors, and that **You** have no rights in, or to, the **Secure Portal** or **Data** other than the right to use them in accordance with these **Conditions of Use**.
- 11.2 **You** remain the legal owner of any Contributions **You** upload via the **Secure Portal**. **You** grant Curtis Banks a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, worldwide license to use such Contributions.
- 11.3 **You** should keep your own records of any Contributions, as Curtis Banks shall not be responsible for the maintenance of such Contributions.

12 Warranties & Disclaimer

- 12.1 Whilst Curtis Banks shall use reasonable endeavors to make the **Secure Portal** and **Data** available and to ensure the accuracy of **Data**, Curtis Banks does not represent or warrant that the provision of the **Secure Portal** or **Data** will be uninterrupted or error-free. There will be occasions when **Your** use of the **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.
- 12.2 Curtis Banks may alter the **Secure Portal**, including by the alteration, addition or removal of features or functionality, or withdraw the **Secure Portal** at any time.
- 12.3 Curtis Banks shall use commercially reasonable efforts to protect the **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 **Secure Portal**.
- 12.4 Other than as detailed in these conditions, Curtis Banks hereby disclaims any and all warranties, whether expressed 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.

13 Limitation of Liability

- 13.1 **You** acknowledge that the **Secure Portal** has not been developed to meet **Your** individual requirements.
- 13.2 Curtis Banks 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).
- 13.3 Subject to clause 13.2 and 13.4, Curtis Banks' maximum aggregate liability under or in connection with **Your** use of the **Secure Portal** (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500.
- 13.4 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.

14 Events outside of our Control

- 14.1 **Curtis Banks** 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.

15 Other Important Terms

- 15.1 **Curtis Banks** 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 **Curtis Banks'** prior written consent is obtained.
- 15.2 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 **Secure Portal**, superseding any prior agreements between **You** and **Curtis Banks**.
- 15.3 **You** have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) made by **Curtis Banks** that is not set out in the **Conditions of Use**. **You** shall have no claim against **Curtis Banks** for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15 Other Important Terms (continued)

- 15.4 No third party shall have the right to enforce any provision in the **Conditions of Use**.
- 15.5 If **Curtis Banks** fails to insist that **You** perform any of **Your** obligations under these **Conditions of Use**, or if **Curtis Banks** does not enforce its rights against **You**, or if **Curtis Banks** delays in doing so, that will not mean that **Curtis Banks** has waived its rights against **You** and will not mean that **You** do not have to comply with these obligations. If **Curtis Banks** does waive a default by **You**, it will only do so in writing, and that will not mean that **Curtis Banks** will automatically waive any later default by **You**.
- 15.6 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.

16 Declaration

- I have read and abided by the statements in these **Conditions of Use**.

17 Signature

To be signed by a director or partner of the firm making this application:

Name of signatory	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>
Capacity	<input type="text"/>
Telephone number	<input type="text"/> <input type="text"/>
Company	<input type="text"/>
FCA Number	<input type="text"/>

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 Limited,
3 Temple Quay,
Bristol, BS1 6DZ

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

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

"Curtis Banks" is the trading name of Curtis Banks Group Limited (CBGL) (registered in England, number 07934492), Curtis Banks Limited (CBL) (registered in England, number 06758825), Suffolk Life Pensions Limited (SLPL) (registered in England, number 01180742), Suffolk Life Trustees Limited (SLT) (registered in England, number 06341296), Suffolk Life Annuities Limited (SLAL) (registered in England, number 01011674), SLA Property Company Limited (SLAPC) (registered in England, number 01203396), Tower Pension Trustees (S-B) Limited (TPTSB) (registered in Scotland, number SC340871), Bridgewater Pension Trustees Limited (BPTM) (registered in England, number 03821053), SPS Trustees Limited (SPST) (registered in England, number 08312411), Colston Trustees Limited (CTL) (registered in England, number 06867955), Montpelier Pension Trustees Limited (MPTL) (registered in England, number 05802677), Temple Quay Pension Limited (TQPL) (registered in England, number 05679427), Tower Pension Trustees Limited (TPTL) (registered in England, number 02178783), Crescent Trustees Limited (CrTL) (registered in England, number 03915165). "Curtis Banks Pensions" is the trading name of SLPL. CBGL, CBL, TPTSB, BPTM, SPST, CTL, MPTL, TQPL, TPTL, CrTL have their registered office at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP. SLPL, SLT, SLAL, SLAPC have their registered office at 153 Princes Street, Ipswich, Suffolk, IP1 1QJ. CBL and SLPL are authorised and regulated by the Financial Conduct Authority. SLAL is authorised as an insurance company authorised by Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. CBGL, CBL, BPTL, CTL, SPSTL, MPTL, TQPTL, TPTL, CrTL and TPTSB are members of a VAT group with VAT registration number 207996471. SLPL, SLAL, SLT and SLAPC are members of a VAT group with VAT registration number 241841520. All companies are wholly owned subsidiaries of Nucleus Financial Platforms Limited (registered in England, number 06033126) whose registered office is at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP, and are members of the Nucleus Group. Further details of the Nucleus Group can be found at nucleusfinancial.com (12/24)

