

APPLICABILITY

This End User Licence Agreement ("EULA") covers your use of the Option SIPP online application and log-in portal ("Portal").

The Portal is provided by EBS Pensions Limited trading as Embark Pensions, Dunscair House, Deakins Business Park, Egerton, Bolton BL7 9RP ("us", "we" or "our"). Please make sure you read this EULA carefully before you use the Portal. Please also read our Privacy Policy.

By using our Portal, you accept this EULA and all documents and policies expressly referred to in this EULA ("Related Policies") and you agree to abide by them. Related Policies may include, without limitation, the Privacy Policy, the terms and conditions of the SIPP policy itself, and any eligibility requirements applicable to an Independent Financial Advisor ("IFA") or a direct client ("Direct Client") using the Portal. You should print a copy of this EULA and all documents and materials mentioned herein for future reference. If you do not agree to this EULA, you should not use the Portal.

If any part of this EULA is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the rest of this EULA, which shall continue to be valid and enforceable to the fullest extent permitted by law. Where you are an IFA using the Portal on behalf your client, by using the Portal you warrant that you have all necessary consents to act on your clients' behalf and provide information in respect of your clients, including, without limitation, your clients' personal information.

CHANGES TO THIS EULA

We may change this EULA at any time by updating these pages and you are advised to review this EULA regularly so that you are aware of such changes. Your use of the Portal will be subject to any such changes once they are made and you shall be given reasonable notice of such changes. Despite the foregoing, where you have been so notified, your subsequent and continued use of the Portal after such changes are notified to you constitutes your acceptance of this EULA as modified. If you do not agree to such changes, you should not use the Portal.

AVAILABILITY

Where you have breached this EULA and/or any Related Policies, or should we wish to in our sole discretion, we may without notice, suspend the provision of all or any part of the Portal to you and/or block your access to or use of the Portal.

We may withdraw or amend any part of or the entire Portal without notice. We may suspend access to the Portal periodically

to carry out maintenance (scheduled or otherwise) or for any other reason at any time.

MONITORING

To preserve the integrity of the Portal, in the interests of security and to detect fraud and other crimes, we may monitor all communications, including web and email traffic, into and out of domains connected with the use of the Portal. Such monitoring includes, but is not limited to, checks for viruses and other malignant code, criminal activity and traffic or content which breaches our policies. We may also not deliver any communication that breaches our policies.

Also, we may, in the interests of security and to help us to improve our service to you, monitor and/or record communications (whether over the internet, telephone or otherwise) between you and us. All recordings are our sole property.

USE OF THE PORTAL IS AT YOUR OWN RISK

We will make reasonable efforts to ensure that all information provided by us on the Portal is reasonably accurate in all material respects at the time of its inclusion. However, we do not warrant or represent that all or any information contained on or accessed through the Portal will be accurate, complete or up to date or meet your specific requirements.

Further, we do not provide any guarantee about the accuracy, functionality or performance of any third party software, content or equipment used in connection with the Portal.

We may, in our sole discretion, correct any errors or omissions in any portion of the Portal and make any changes to the Portal at any time. We may, in our sole discretion, edit or delete any documents, information or other content on the Portal.

We do not represent or warrant that the Portal will be error-free, free of viruses or owner harmful components, or that defects will be corrected.

LIMIT OF LIABILITY

To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law and/or otherwise in relation to the Portal.

Our total aggregate liability to you arising out of or related to this EULA (whether such liability arises in contract, tort or otherwise and whether such losses are foreseeable or not) shall not exceed £1,000.

Nothing in this EULA shall exclude our liability for: (a) death or personal injury arising through our negligence; (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited by us under English law.

We shall not be liable under this EULA for any indirect, special, incidental or consequential damages whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if we have advised of the possibility of such damages.

SECURITY

It is your sole responsibility to:

1. undertake reasonable and appropriate precautions against any computer virus or other destructive materials or elements; and
2. ensure that your computers and your access to the Portal are adequately secured against any unauthorised users and that you keep user names, identification codes and passwords confidential.

YOUR USE OF THE PORTAL

You warrant, represent and undertake that:

1. any content, information or material you contribute or upload to the Portal ("Contribution") is true, fair and accurate;
2. any Contribution complies with the content standards set out below;
3. you will use all reasonable care and skill in using the Portal;
4. you will act in good faith in using the Portal; and
5. you will comply with our reasonable instructions in using the Portal.

You may not use the Portal or permit others to use the Portal:

1. in any way (including via electronic means) and for any purpose which is unlawful, defamatory or libellous, offensive, abusive, indecent, menacing or threatening or in any way breaches any intellectual property rights, proprietary rights, any other third party rights or obligations of confidence; or
2. to cause annoyance, inconvenience or needless anxiety to any other person or in any other way which is in violation of any applicable law or regulation in any jurisdiction in the world; or

3. to introduce a virus or other disruptive material or element or otherwise disrupt or impair the Portal or any communication service.

You shall defend, indemnify and hold harmless us, our directors and employees against all claims, damages, costs, liabilities and expenses (including without limitation legal costs) arising out of or related to your breach of this EULA and/or any Related Policies.

You are wholly responsible for the use of the Portal by any person using your computer and you must ensure that any such person complies with this EULA and/or any Related Policies.

We reserve the right to disable any user name, 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 this EULA and/or any Related Policies.

PRIVACY POLICY

Please read our Privacy Policy (where applicable) for information about our collection and use of your personal information, and, if you are an IFA, the personal information of your clients.

LICENCE

You hereby grant to us a royalty-free, irrevocable, non-transferable, non-exclusive licence to use any Contribution and any personal information submitted to the Portal for any purpose related to or connected with the Portal.

LINKS TO THE PORTAL

Neither you nor any other party may use any part of the Portal on any website, or link any website to the Portal, without our prior written permission.

Neither you nor any other party may, without our prior written permission, deep link to, frame, spider, harvest or scrape the content of the Portal ("Content") or otherwise access the Content for any purposes, or use any machine, electronic, web-based or similar device to read or extract the Content by machine based or automated means. From the Portal we may provide information or hyperlinks to websites or pages provided by other parties. Your use of other parties' sites will be subject to their own terms and conditions. You should read them. If you decide to visit any third party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites.

Links do not imply that we or the Portal is/are affiliated or associated with such sites.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, we are the owner or the licensee of all intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trade marks) in the Portal and the Content (other than any Contribution or content uploaded by our other clients). The Portal and the Content are protected by copyright laws and treaties around the world, and other intellectual property rights. All such rights are reserved.

Any names and logos that are used in the Portal are our (registered) trade marks or those of the relevant licensor and all rights and benefits in them vest in us or the relevant licensor.

We also expressly reserve all rights in and to the domain name associated with the Portal and all other related service marks, trading names or other trade marks relating to our products and services.

Other trade marks, products and company names mentioned on the Portal may be trade marks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

If you are an IFA using the Portal on behalf of a client, you may print, copy, download or temporarily store extracts from the Portal solely for the purpose of applying for a SIPP on behalf of a client, and for no other purpose whatsoever. If you are direct client using the Portal, you may print, copy, download or temporarily store extracts from the Portal for your personal, non-commercial use. You must not modify the paper or digital copies of any extract contained on or obtained from the Portal in any form and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Any other use is prohibited unless you first get our written permission. Without limiting the above, unless you first get our written consent, you may not reproduce, modify, adapt, transmit, publish, broadcast, create derivative works of, store, archive or in any way exploit any of the Content.

In particular, neither you nor any other party may do any of the following acts without prior written consent from us:

1. create any database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or
2. redistribute any of the Content (including by using it as part of any syndication, content aggregation, archive or similar service); or
3. remove the copyright or trade mark notice from any copies of Content made in accordance with this EULA.

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

LAW AND JURISDICTION

This EULA is governed by and is to be interpreted in accordance with the laws of England and Wales. The courts in England and Wales will have exclusive jurisdiction in respect of any dispute which may arise in connection with this EULA or your use of the Portal.

Should you wish to contact us or any member of our team please email us at customerservices@embarkpensions.co.uk or write to us at Embark Pensions, Dunscair House, Deakins Business Park, Egerton, Bolton BL7 9RP.