



## TERMS AND CONDITIONS

### AURORA DASHBOARDS BY PENSION SOFTWARE SOLUTIONS LIMITED

These Terms and Conditions governs the use of the Aurora dashboards supplied by Pension Software Solutions Limited ("Aurora Online"). It is agreed that as an Online User ("the User" "You" and "Your") the following terms and conditions will govern Your use of the Aurora Online services.

#### 1. Definitions

Unless the context requires a different interpretation, the following terms shall have the meanings below, and references to the masculine include the feminine and references to the singular shall also include the plural and vice-versa:

**"Access Data"** means all personal and non-personal data available to the User of the Aurora Online services.

**"Account"** means any account created by a User of Aurora Online.

**"Accountholder"** means the individual, corporation, partnership, association or sole proprietor who holds an account with PSSSL.

**"Business Day"** means a day other than a Saturday, Sunday, excluding banks holidays in UK.

**"Accounts"** means any account which is available to clients and plan members of the AccountHolder through Aurora Online.

**"Instructions"** means any request by the User to effect any insertions, deletions or amendments to his/her account through Aurora Online

**"Messages"** is the transfer of messages between two or more devices and include "SMS" (short messaging system) messages.

**"PIN"** means personal identification number and is a security code used for verifying a User's identity.

**"PSSSL"** means Pension Software Solutions Limited

**"Security Codes"** means the numbers, letters, symbols or any other characters which are combined to provide the User with exclusive, private and confidential access to Aurora Online and are used to verify the identity of the User and includes the Biometrics used to access Aurora Online from Your mobile phone or other electronic device.



## **I. Description of Agreement**

### **2. Scope**

This Agreement governs the use of Aurora Online to access designated Accounts and utilize a range of online services through the use of any compatible devices capable of facilitating access to Aurora Online through the Internet. Aurora Online Users should read the terms and conditions carefully.

This Agreement does not replace Your obligations under any pre-existing agreements with clients governing the proper operation of Accounts, but shall be in addition to and must be read together with such agreements.

PSSL or the AccountHolder, in its sole discretion, have the power to cancel or suspend the Security Codes and other Access Data without prior notice to the User.

### **3. Acceptance of Terms and Conditions**

Use of the Access Data and/or Security Codes for any online services provided by PSSL will be deemed an acceptance of and agreement with the Terms and Conditions by the User. By virtue of this Agreement, the User agrees to carefully read all updates and notifications related to the Aurora Online, posted from time to time on the Internet or website.

### **4. Use of the Aurora Online Services on Your Mobile Phones**

You must meet and comply with the technical and security requirements that we establish regarding Aurora Online that PSSL may revise from time to time.

We confirm that there is no contractual arrangement or relationship between PSSL and Your internet service provider and mobile carrier as it relates to the Aurora Online services offered by PSSL. Any arrangement with You and Your mobile service provider is solely between You and said mobile carrier and/or third party.

You confirm that all charges and costs associated with the use of Your mobile phone or other electronic device is for Your expense and that You are responsible for the payment of such costs incurred.

Aurora Online and its related systems, security codes and other features are not to be used for any purpose which is illegal, defamatory, or may cause actual or threatened harm to other Users or which jeopardizes or threatens to jeopardize the security and integrity of Aurora Online and/or its related systems. By accepting these Terms and Conditions, the User agrees and understands that the use of Aurora Online requires strict adherence to and observance of the Privacy Policy of PSSL.

### **5. Service Hours.** PSSL will use its best endeavours to have Aurora Online available 24 hours a day, 7 days a week, each day of the year, except during system maintenance and upgrades or where there are service interruptions caused by circumstances beyond the control of PSSL.

### **6. The User's duty to protect Access Data and Security Codes**

The User has ultimate care and control of the Access Data and/or Security Codes and agrees to take every reasonable precaution to keep them safe and confidential, including using complex passwords, not keeping written records of security codes or volunteering such information to others. The User agrees not to give or make the Security Codes and/or Access Data available to unauthorized individuals. The User will be held responsible for any payment which he/she authorizes on Aurora Online using the Access Data and/or Security Codes.



#### **7. Lost or Stolen Access Data or Security Codes**

Where a User believes that his Access Data and/or Security Codes have been lost or stolen or that someone may attempt to use the Aurora Online services without consent or has altered information of the User without permission, the User must notify PSSSL at once by contacting PSSSL or the AccountHolder at the published numbers during customer service hours.

#### **8. Aurora Online User's Responsibilities**

PSSSL does not hold itself liable to Users for transactions which take place in circumstances of fraud, intimidation, force or trickery. Such incidents must however be reported to PSSSL or the AccountHolder **within 24 hours** of the incident's occurrence to minimize the actual or potential losses to the affected person(s) AND the User and any other affected person(s) agree to cooperate fully with PSSSL in respect of any subsequent investigation.

The User is responsible for ensuring that his/her computer or any other device used to access Aurora Online on the internet is adequately secured with the appropriate security codes and must ensure that he/she is aware of the steps to be taken to mitigate the risks associated with using online services. The User must familiarize himself or herself with the PSSSL Privacy Policy located on Aurora Online and is responsible for all transactions which take place on his/her account completed through Aurora Online, including:

- a) The use of the Access Data and/or Security Codes by the User or any person to whom the User has made the Access Data and /or Security Codes available.
- b) The User's failure to maintain the security and confidentiality of the security codes and assigned Access Data with the result that they are lost, stolen or misused.
- c) An entry error or where fraudulent or invalid information is added to User's profile.
- d) Any other circumstances not mentioned in this list which would reasonably be the sole responsibility of the User.

#### **9. PSSSL's obligations**

PSSSL endeavours at all times to deliver a reliable product with superior service and will use its best efforts to ensure that Aurora Online functions in accordance with the Terms and Conditions governing the service. PSSSL does not warrant that Aurora Online will at all times be free from errors, security issues, delays or interruptions, or that the system will be able to meet all the needs of the User. PSSSL shall not be responsible for any loss, damage whether direct or indirect, costs, charges or expenses incurred by You while using the Aurora Online service.

PSSSL shall not be liable for the operational failure of Aurora Online or of any participating network device or for any injury, loss or damage arising from criminal activity or otherwise, that may be suffered by the User or any other person in the use of the network devices on or near premises housing same or in the use of Aurora Online.

PSSSL shall not be liable for any unauthorized use of the Access Data and/or Security Codes or for any loss resulting from circumstances over which PSSSL has no direct control, including but not limited to:

- a) Where the User inputs incomplete and inaccurate information.
- b) Failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problem, operator error or log in sequences or processing delays.
- c) Failure of the User to log off from Aurora Online thus allowing access to Your personal information by unauthorized users.
- d) Harm or Loss to a personal computer, or other similar device or any records or data or any other device used to access Aurora Online.
- e) Unavailability at any time of the Aurora Online, irrespective of the cause of such unavailability.



- f) Cyber-attacks as a result of the User's failure to refrain from adhering to the required protocol for use of devices via connect to the internet.

There may be other exceptions not specifically mentioned in this Agreement.

#### **10. Care and control of Your mobile device**

You are required to determine with Your wireless provider if Your mobile phone or other electronic device is capable of accessing the internet. It is Your responsibility to verify that the Mobile App can be used on Your mobile device and the rates which may be applicable from Your mobile data service provider.

You are responsible for the security and storage of Your mobile phones or other electronic devices. Your use of the Aurora Online via Your mobile phone may require You to download and store information on Your mobile phones and may have the capability to retain and store this information. Anyone with access to Your mobile phone or other electronic device may be able to view its contents and You are responsible for keeping all information on Your mobile phone or electronic device confidential and secured.

#### **11. Safeguarding Your User Information**

You must keep Your user information/personal data (which include: password, access code and Personal Identification Number ("PIN")) confidential. You must take all the necessary steps to safeguard and protect Your user information/personal data on Your mobile phones and other electronic devices.

You must not store or write down Your password, access code and PIN and share it with anyone and You must not store them in Your mobile phone or other electronic device and take the necessary steps to secure Your mobile phones or other electronic devices at all times.

PSSL will never send You an e-mail, pop-ups, SMS or any other kind of internet request or text message on Your mobile phone(s) or other electronic devices which will ask You to reveal Your password, access code, PIN or any confidential information and You must not respond to any e-mail, pop-ups, or any other kind of internet request or text message purporting to come from PSSL requesting such information.

You must notify PSSL immediately in the event You discover that Your mobile phone or any other device used to access Aurora Online is compromised.

#### **12. Updating Mobile Phone Number or change of device**

It is Your responsibility to update Your profile regarding any change in Your mobile phone number. PSSL will not be responsible for any transaction which may be completed using the mobile phone number You use to register Your profile for use on the Aurora Online.

#### **13. Notices**

PSSL reserve the right to send You notifications, updates, promotional information via any of the electronic devices used to gain access to Aurora Online.

#### **14. System Security**

PSSL will make reasonable efforts to ensure that the Aurora Online system and mobile service does not contain programming codes or instructions or viruses intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or hardware. PSSL, however, disclaims all warranties, whether expressed or implied, as to the absence of possible contamination.



#### **15. Reasonable Security Procedures**

By using Aurora Online Services, the User acknowledges and agrees that PSSSL has put in place commercially reasonable system security procedures for online transactions, identity verification, protection against unauthorized access by third parties, and protection against undisclosed programmes or extraneous code or data that may be reasonably expected to damage data, software, systems or operations and the Aurora Online User agrees to be bound by the instructions implemented by PSSSL in furtherance of these procedures, whether authorized or not.

#### **16. PSSSL's Right to terminate the Agreement**

PSSSL, in its sole discretion, may cancel without any prior notice, the User's Access Data and/or Security Codes and terminate this Agreement, or suspend or refuse to provide any further Aurora Online services to the User.

#### **17. User's right to cancel the service**

Unless otherwise provided in this Agreement or agreed to by PSSSL, the User may deactivate access to Aurora Online by contacting the AccountHolder or PSSSL at the published numbers.

#### **18. Disclosure of Account Information**

PSSSL may disclose information to third parties in relation to the account(s) or transactions of Users, including:

- a) To subsidiaries and affiliates of PSSSL including overseas operations;
- b) If the PSSSL shall deem it necessary to make such disclosures to protect the interests of the PSSSL from any harm, loss or injury;
- c) To comply with any requirement for disclosure imposed by law, pursuant to the directives of the Court or such duly empowered government agency or department;
- d) Where PSSSL has received written permission (including electronic instructions) or where it is necessary for activating additional services requested;
- e) In any other circumstances in which the User shall give written authorization to make such disclosure

#### **19. Change of Address, E-mail Address and Telephone Number**

The User must notify PSSSL or the AccountHolder immediately of any change of address, e-mail address or telephone.

#### **20. Electronic Communications**

Unless instructed otherwise, the User agrees that PSSSL may send him/her promotional electronic messages about other products and services offered by PSSSL, based on the contact information provided to PSSSL by the User, and that PSSSL may respond to any electronic message that is sent by the User via the message function on Aurora Online. Any electronic message sent to a User by PSSSL shall be treated as if it were sent by pre-paid post and shall be considered received within three (3) days of the date sent by PSSSL, irrespective of whether the User has signed on to the Aurora Online system within that time frame.

Instructions issued to PSSSL are purported to come from You. It is agreed and understood by the User that PSSSL will act on instructions sent by You from Your e-mail address and/or conducted online.

The User understands that cell phones and Internet e-mails are not always a secure means of communication and therefore assumes full responsibility for the risks associated with doing so. These risks include the possibility that:

- (1) Someone could intercept, read, transmit or alter my messages;
- (2) E-mail messages could be lost, delivered late, or not received;



- (3) Computer viruses could be spread by e-mail causing damage to computers, mobile phones and other electronic devices software or data. The PSSSL also recommends that You use up-to-date virus checking software.
- (4) Someone could intercept, read, transmit or alter Your messages;
- (5) E-mail messages could be lost, delivered late, or not received;
- (6) Computer viruses could be spread by e-mail causing damage to computers, mobile phone and other electronic devices, software or data.

#### **21. Indemnity**

The User indemnifies and renders PSSSL harmless from any claims, damages, demands and expenses that PSSSL incurs (other than due to its own gross negligence or wilful misconduct), including amongst other things, all legal fees and expenses arising from PSSSL acting or refusal to act on any of the User's instructions given under this Agreement.

In consideration of the PSSSL complying with the Instructions issued herein; the User agrees and undertakes at all times hereafter to save, defend and keep harmless and fully indemnify PSSSL and its assigns from and against any claims, expenses, loss or damage which may arise in relation to my account.

The User further agrees that PSSSL shall not be liable for acting on the Instructions received which may not have been authorized by the User or the Instructions may have been misinterpreted or PSSSL may have made errors, omission, or for any delay in the compliance with the Instructions.

Further, PSSSL shall not be required to verify any Instructions received prior to taking steps to carry into effect the Instructions and shall not be liable in any respect whatsoever in relation to any transaction conducted on the account on the basis of Your Instructions.

#### **22. Force Majeure**

PSSSL shall not be liable to Users for any failure to perform its obligations, delay or other circumstance, where it is as a result of circumstances beyond its reasonable control, including, but not limited to industrial disturbances such as labour disputes or strikes, acts of God such as hurricane, storms, floods, lightning, earthquake; utility, communication or transportation delays or failures; insurrection, riots, casualty, war, acts of public enemy; embargoes or blockages; actions, restrictions, regulations or orders of any government agency or department.

#### **23. Severability**

In the event that any provision in this Agreement is held to be invalid, illegal or unenforceable, then the offending provision(s) shall be severed from the effect to that extent and it shall not impair or affect the validity, legality or enforceability of the remaining provisions.

#### **24. Assignment**

The User may not assign this Agreement to any other party. PSSSL may assign this Agreement at any time in the future, to a directly or indirectly affiliated company and may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **25. Complaints**

In the event of any complaints regarding this service User may send details of the complaint to Your AccountHolder.

#### **26. No waiver**

PSSSL shall not be deemed to have waived any of its rights or remedies in this Agreement unless such waiver is in writing and signed by PSSSL. No delay or omission on the part of PSSSL in exercising any rights or remedies shall operate as a waiver of such



rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver or any rights or remedies on future occasions.

#### **27. Headings**

Headings are for reference purposes only and are used for convenience. They do not form part of this Agreement and shall not control or affect the meaning or construction of any provisions of this Agreement.

#### **28. Changes to Agreement**

It is understood and agreed that PSSL may at its sole discretion make changes to this Agreement from time to time to add, delete or amend its terms, applications or services. The User will be notified of such changes by mail or by electronic message. If the User maintains the account(s) with PSSL after the effective date of a change or uses the Access Data and/or Security Codes after the amendments come into effect, the User will be deemed to have indicated that he or she has received, understood and agreed to the published changes.

#### **29. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

#### **30. Conflict**

If there is a conflict between a term in these Terms and Conditions and in any agreement between You and PSSL, then these terms and conditions will apply to the extent necessary to resolve the conflict.