

## **Website Terms and Conditions**

We are happy to allow you access and use of [www.bigbluetouch.com](http://www.bigbluetouch.com) (the "Website"). Please take time to read these website terms and conditions, our privacy notice and cookie policy which are linked to below (the "Terms") before proceeding. By using this Website, you confirm that you accept the Terms and that you agree to comply with them. Save as set out in the Terms, your use of this Website and the content and services which may be accessed through it, is at your own risk. We recommend that you print a copy of the Terms for future reference. Please contact us if you do not understand any point and ask for further information.

**WE WOULD LIKE TO DRAW YOUR ATTENTION TO CLAUSE 12 WHICH CONTAINS EXCLUSIONS AND LIMITATIONS OF LIABILITY FOR ANY LOSSES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF THIS WEBSITE. PLEASE READ THIS CLAUSE CAREFULLY.**

We may amend the Terms from time to time. Every time you wish to use this Website, please check the Terms to ensure you understand the terms which apply at that time.

### **1. INFORMATION ABOUT US**

- 1.1 This Website is operated by Aon UK Limited which is authorised and regulated by the Financial Conduct Authority (register number 310451). Aon UK Limited is a company registered in England and Wales under company number 00210725. Our registered office and main trading address is The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN (VAT number GB 480 840 148). We will promptly advise you if at any time our authorisation is removed or suspended.

### **2. PURPOSE OF THIS WEBSITE**

- 2.1 This Website is designed for employers, trustees of defined contribution pension schemes, employees and pension scheme members to access account data and other information relating to our employee benefits services and products and those of certain third parties available in the UK.
- 2.2 Where you have access to the "Money" service, this enables you to view all your financial information in one secure place. Within the "Money" module, you can use features on the Website to retrieve your information held online by third party financial institutions of which you are a customer (e.g. bank accounts and credit cards) which together with information about your pension and certain other assets, give you an indication of your overall financial position both at the current time and against retirement goals.

### **3. BASIS OF USE**

- 3.1 When using this Website, you must comply with the provisions of acceptable use set out in clause 6 below. You may access the Website only for your personal use. You must be at least 18 years of age to use this Website and any services provided through it
- 3.2 We may update and change this Website from time to time. We will try to give you reasonable notice of any major changes.
- 3.3 We reserve the right to suspend, withdraw or restrict access to the Website, or any part of it, at any time for any purpose we deem reasonable, without notice. This includes where we believe that you have breached these Terms. We shall not be obliged to restore any of your data which may be deleted in the course of suspending, withdrawing or restricting your access to the Website. It is your responsibility to print out and/or save any materials or data which you may require in the future.

- 3.4 You are responsible for making all arrangements necessary for you to have access to this Website including accessing the internet and installing, configuring and obtaining licenses for any software required to use and access this Website and for ensuring that software is operating properly .
- 3.5 If you choose, or are provided with, a user ID, password or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all use of this Website when access is obtained through the use of your user ID and password, whether or not authorised. We have the right to disable any user ID or password, whether chosen by you or allocated by us, if at any time you have failed to comply (in our reasonable opinion) with any provisions of the Terms.
- 3.6 For your security, we recommend that you close all open browsers relating to this Website on completion of your visit. If you know or suspect that anyone other than you knows your user ID or password, you must promptly notify us at [bbt.admin@aon.co.uk](mailto:bbt.admin@aon.co.uk).

#### **4. RESIDENCE**

This Website is directed to people residing in the United Kingdom. We do not represent that content available on or through this Website is appropriate for use in other locations.

IF YOU CHOOSE TO ACCESS THIS WEBSITE FROM A LOCATION OUTSIDE OF THE UK, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS RELATING TO SUCH ACCESS, INCLUDING THE VIEWING OR USING THE CONTENT OF THE WEBSITE, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

#### **5. INFORMATION FOR GUIDANCE NOT ADVICE**

The content of this Website is basic information and for general guidance only. No specific recommendations regarding investments and/or providers are provided. It is not intended to amount to advice on which you should rely. You should always seek appropriate professional advice and satisfy yourself that any action you may take in reliance on the information displayed on this Website is appropriate for you in the particular circumstances. If you are unsure about the suitability of a particular course of action or you would like more specific advice, you can contact us at [bbt.memberservices@aon.co.uk](mailto:bbt.memberservices@aon.co.uk) and speak to one of our advisers who will be able to confirm if we are able to provide the services requested and the cost thereof.

#### **6. ACCEPTABLE USE POLICY**

- 6.1 You may only use this Website and any services provided through it for lawful purposes. You must comply with the acceptable use policy as set out in this section (the “**Acceptable Use Policy**”).
- 6.2 You must not nor must you allow another person to:
  - 6.2.1 knowingly transmit any data, send or upload any material that is corrupt or 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 computer software or hardware or perform any act that would cause this Website to become unavailable for use by others (including via any form of denial-of service attack);
  - 6.2.2 access without authority, interfere with, damage or disrupt any part of this Website, any software, the server or other equipment or network used in the provision of this Website (including where owned or used by any third party).

Breach of either of the above requirements is a criminal offence under the Computer Misuse Act 1990. We will report any such breach and disclose your identity to the relevant law enforcement authorities.

6.3 Additionally, you agree not to use this Website or to allow another person to use this Website (including any content or materials on this Website):

6.3.1 in any way that breaches any applicable local, national or international law or regulation;

6.3.2 in any way that is fraudulent or has any fraudulent purpose or effect;

6.3.3 for your own or another person's commercial purposes;

6.3.4 to modify, adapt, decipher, decompile, disassemble or reverse engineer any of the software comprised in or in any way making up a part of this Website or services provided by this Website;

6.3.5 to scrape, reproduce, duplicate, copy, modify, distribute, publish, resell or transmit any element comprised in this Website, including any software comprised in it, the content or the services provided through it;

6.3.6 to harm or attempt to harm minors in any way;

6.3.7 to send, knowingly receive, upload, download (except for page caching as required to view this Website on the internet in accordance with these Terms), post, distribute, disseminate, or otherwise transmit, any material which is inaccurate, illegal, defamatory, offensive, infringing, obscene, indecent, unsolicited, unauthorised (including "spam") or otherwise objectionable or which may expose you or us to legal action or reputational damage;

6.3.8 to obtain or attempt to obtain unauthorised access to or interfere with, damage or disrupt any part of this Website, any computer systems, equipment, software or networks on or through which this Website is stored or operated;

6.3.9 to access or interfere with another person's records, impersonate another person or create or use a false identity or e-mail address;

6.3.10 to use any technology or processes of any kind to access, acquire, copy, monitor, navigate or search this Website or any portion of it (including the use of data mining, robots or similar data gathering and extraction tools); or

6.3.11 in any way that is not authorised by us.

6.4 You will fully co-operate with us where any law enforcement authorities, regulators or court order requests or directs us to disclose the identity or locate anyone posting any material in breach of our Acceptable Use Policy.

## **7. CONSEQUENCES OF BREACH OF ACCEPTABLE USE POLICY**

7.1 We may monitor and log user activity, and any material contributed by users for security purposes and in order to identify any actual or potential misuse of this Website.

7.2 Failure to comply with our Acceptable Use Policy constitutes a material breach of these Terms.

7.3 Where we have reason to believe that you have, or you are likely to, use the Website in breach of our Acceptable Use Policy, we may take such action as we reasonably deem appropriate

including: immediate, temporary or permanent withdrawal of your right to use this Website; immediate, temporary or permanent removal of any material contributed by you to this Website; legal proceedings against you; and/or disclosure of such information to law enforcement authorities or regulators as we reasonably feel is necessary.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All intellectual property rights in the website, in the material published on it and in its component systems are owned by, licensed or sub-licensed to us. All content on the website is subject to copyright with all rights reserved.
- 8.2 You may download or print content or individual sections or pages of this Website for your personal use and you may draw attention to others within your organisation to content posted on our site provided we are acknowledged as the author of the material.
- 8.3 You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or explanation.
- 8.4 You must not modify, adapt, copy, distribute, download (except for page caching as required to view this Website on the internet in accordance with these Terms), or post material from the Website, nor may you store any part of this Website in any other website or include it in any public or private electronic retrieval system or service.
- 8.5 You must not modify the paper or digital copies of any materials that you have printed off or downloaded from this Website. If you print off, copy, download or post to social media any part of this Website in breach of these Terms you must, at our option, return or destroy any copies of the materials you have made.
- 8.6 You must not use any part of the content of our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.7 You must not remove any acknowledgement that we or any of our contributors is the author of any website content.

## **9. LICENCE**

- 9.1 You licence us to use any information, data, materials or other contents (collectively "Materials") you provide to us through this Website. You agree that we can use, modify, display, distribute and create new material using such Content so that we may provide services to you. By submitting Materials you represent and agree that the owner of such Materials has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Materials for the purposes set out in these Terms.
- 9.2 Where you have access to the "Money" service, you specifically authorise us to access third party sites and/or servers designated by you in order to retrieve documents, information or other materials requested by you and/or to register for accounts requested by you for and on your behalf. You acknowledge and agree that when we access and retrieve information from third party sites we are doing so as your agent and not as an agent for any third party. You agree that third party account providers shall be entitled to rely on the foregoing authorisation and agency granted by you.
- 9.3 You understand and agree that the "Money" service is not endorsed or sponsored by any third party account providers.

## **10. LINKS FROM THE WEBSITE**

- 10.1 On this Website you may be offered hyperlinks to third party websites and resources that you

may be interested in. These links are provided for your information only and do not imply any endorsement or recommendation by us of product or services offered through any such website or by its owners.

10.2 We do not accept any responsibility or liability for the content of such websites nor any products or services that you may purchase or have purchased through such websites. It is your responsibility to check the terms and conditions of any other websites or resources which you may visit. You use such websites and the products and/or services made available through them at your own risk.

10.3 It is your responsibility to seek independent advice or otherwise satisfy yourself that you wish to buy, sell or request a change to any product before doing so.

## **11. LINKING TO THIS WEBSITE**

You are not permitted to link (or encourage any third party to link) any page on a third party website to any part of this Website including by framing or hypertext link.

## **12. OUR LIABILITY**

PLEASE READ THE PROVISIONS OF THIS CLAUSE CAREFULLY, AS THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSSES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF THIS WEBSITE.

12.1 To the fullest extent possible under any applicable law, we exclude all warranties whether express or implied with regard to this Website, its content and any services accessed through it. 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 sub-contractors nor for fraud or fraudulent misrepresentation nor any duties of liabilities that we owe to you under the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority.

12.2 Subject to clause 12.1, we do not accept liability for any:

12.2.1 losses or damage caused to you in connection with or resulting from your use, or inability to use this Website;

12.2.2 your use or reliance any content, materials or information posted on this Website or on websites linked to this Website; and

12.2.3 in particular, we shall not be liable for:

- loss of income or revenue;
- loss of profits (whether direct or indirect);
- loss of contracts;
- loss of anticipated savings;
- loss, corruption or misuse of data;
- loss or damage caused by unavailability of this Website; and
- loss or damage caused by actions taken in response to breaches of our Acceptable Use Policy.

12.3 Whilst we take reasonable steps to ensure that the content of this Website is accurate, current and complete; this Website and the content and services available via it are provided "as is". We do not accept liability for the accuracy or completeness of any content. We do not accept liability for any errors or omissions or for the content becoming out of date. Certain features of this Website will rely on data provided by you, or by your employer (or other third parties) in order to

generate output. We recommend that you confirm the accuracy and completeness of any content before relying on it.

- 12.4 Although we take all reasonable steps to protect our systems using virus checking software, please note that any content downloaded from this Website, is at your own risk. We do not accept liability for any loss or damage that you suffer as a result of any distributed denial-of-service attacks, computer viruses, Trojan horses, worms, software bombs or other damaging items resulting from your use of this Website. You are responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary.
- 12.5 We shall not be liable to you or any third party if for any reason this Website, or any part of it, is unavailable at any time or for any period of time.
- 12.6 We do not charge you a separate fee for access to and use of this Website. On this basis, our total liability for any losses and/or damage suffered by you will be limited to £500.

### **13. YOUR LIABILITY**

You agree to reimburse us for all reasonable losses, costs, expenses, damages, liabilities, actions or proceedings suffered or incurred by us, any member of the Aon Group, our sub-contractors or any of our service providers arising from any use of this Website by you in breach of these Terms including our Acceptable Use Policy.

### **14. SUBMISSION OF INFORMATION VIA THIS WEBSITE**

- 14.1 Please note that information about you is processed in accordance with our Privacy Notice which forms part of these Terms. It is important that you check our [Privacy Notice](#) and that you agree to its contents before you continue using this Website. Your continued use of this Website will be deemed to confirm that you agree to our Privacy Notice (including our policy in relation to Cookies) and that they apply to your use of this Website and all of the information you provide via this Website.
- 14.2 Whenever you are asked to provide information in connection with this Website or the related services, you agree to provide true, accurate, current and complete details. It is your responsibility to check your data to ensure that it is correct and up to date and to advise us or amend it as necessary.
- 14.3 It may not be possible to provide you with certain services if you do not provide the information required (unless we have indicated that such information is optional).
- 14.4 We shall not be subject to any obligations of confidentiality regarding submitted information except as outlined in our Privacy Notice or as otherwise specifically agreed or required by law.

### **15. INTERPRETATION**

- 15.1 References in this Website to “we”, “our” or “us” are references to Aon UK Limited, its parent and affiliates and/or their respective third party service providers and/or subcontractors (including without limitation): (i) where applicable, the life assurance company with which we invest your pension scheme assets from time to time; (ii) Moneyhub Financial Technology Limited, incorporated and registered in England and Wales with company number 06909772 whose registered office is at 10 Temple Back, Bristol, BS1 6FL and (iii) Yodlee, Inc. incorporated in Delaware with its company address at 3600 Bridge Parkway, Suite 200, Redwood City, CA 94065
- 15.2 References to “you” and “your” mean each natural or legal person who uses this Website or the services.

- 15.3 The headings used in these Terms are for convenience only and shall not affect their interpretation.
- 15.4 In these Terms, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender and any reference to a person includes a corporation, a partnership and any other body or entity, and vice versa.
- 15.5 Use of the words includes or including or similar words or phrases means without limitation and the use of these or similar words or phrases shall not limit the meaning of the general words.

## **16. GENERAL**

- 16.1 Each of the provisions of these Terms (or part of any provision) is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability of the other provisions of these Terms. The provision itself shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.2 Failure or delay by us in enforcing these Terms shall not be a waiver of that or any other provision of these Terms.
- 16.3 None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.
- 16.4 You may not assign any of your rights or obligations under these Terms.
- 16.5 These Terms (including for the avoidance of doubt the Privacy Notice) constitute the whole agreement and understanding between you and us in relation to their subject matter and the use of this Website. Except in the case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements between you and us relating to the subject matter of these Terms or your use of this Website are superseded, except as otherwise expressly stated in these Terms.
- 16.6 We reserve the right at any time and without notice to remove, amend or vary any content on any page of this Website, including these Terms.
- 16.7 You agree that any notices and other communications may be given by us by e-mail or posted on this Website and this will comply with any legal requirement for such communications to be in writing. You also agree that any notice or other communication made in such manner will be deemed received by you twenty four (24) hours after e-mail or posting.

## **17. DISPUTES AND APPLICABLE LAW**

- 17.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2 The English courts will have exclusive jurisdiction to hear and determine or otherwise settle any claim, suit, dispute or action arising out of or in connection with these Terms or their subject matter or a visit to this Website or use of the services.