
IMPERIAL TOBACCO PENSION FUND

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE

What's in these Terms?

These terms of use ("**Terms**") tell you, our members, the rules for using our pension fund website www.myimperialpension.com ("**our Website**").

Who we are

Our Website is operated by Imperial Tobacco Pension Trustees Limited ("**We**") which is the Trustee of the Imperial Tobacco Pension Fund. We are registered in England and Wales under company number 00237979 and have our registered office at 121 Winterstoke Road, Bristol, England, BS3 2LL.

How to contact us

If you have any queries relating to the Imperial Tobacco Pension Fund, your membership of it or these Terms, the Pension Fund Office team are happy to answer any queries by phone, email or post. If you are a member of the Defined Contribution (DC) you should contact Aegon in the first instance. The contact details for the Pension Fund Office and Aegon can be found on the 'Contact Us' link under the heading 'Popular Items' at the bottom of this website.

By using our Website you accept these Terms

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you require these Terms or a copy of our Website in another format, please contact us at the details provided on our Website. We will seek to accommodate reasonable requests.

If you do not agree to these Terms, you must not use our Website.

We may make changes to these Terms

We may amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the terms that apply at the time of your visit. These Terms were most recently updated in April 2023.

We may make changes to our Website

We may update and change our Website from time to time. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our Website

Our Website is made available free of charge.

We do not guarantee that our Website, or any content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement.

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How you may use material on our Website

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on the Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

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

Do not rely on information on our Website

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no promises and provide no assurances that the content on our Website is accurate, complete or up to date.

We are not responsible for websites we link to

Where our Website contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.

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 subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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Prohibited Uses

You may use our Website for lawful purposes only. You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; and/or
- 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 computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of these Terms.
- not to access without authority, interfere with, damage or disrupt:
 - any part of our Website;
 - any equipment or network on which our Website is stored;
 - any software used in the provision of our Website; or
 - any equipment or network or software owned or used by any third party.

Breach of these Terms

When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with the '*Prohibited Uses*' sections above constitutes a material breach of these Terms and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any contribution uploaded by you to our Website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs, on a full compensation basis (including reasonable administrative and legal costs), resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

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We are not responsible for viruses and you must not introduce them

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

Which country's laws apply to any disputes?

Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are accessing this Website and live outside of the UK, you also have the benefit of any protection afforded to you by the mandatory provisions of the law of your country of residence.

Our trade marks

The trademarks, service marks and trade names featured on our Website are trademarks of ours, our affiliates, related companies or our licensors and you are not permitted to use them without our approval.