

TERMS OF USE FOR SCHEME WEBSITE

TERMS OF USE

NOTICE: Please read these Terms of Use carefully. These Terms of Use govern your access and use of the Scheme Website, (the "Site"). By using the Site, you agree to these Terms of Use. You may not use the Site if you do not accept these Terms of Use.

We are Buck Consultants (Administration & Investment) Limited ("**Buck Consultants**", "**our**", "**us**" or "**we**"). We operate and manage this Site on behalf of the Trustee of the Tennants Consolidated Limited Pension Fund ("**Trustees**")

In these Terms "you" and "your" means each individual (whether acting for their own purposes, or on behalf of another individual or legal entity) or legal person who uses the Site.

1. Acceptance of Terms

- 1.1. Please read these Terms of Use carefully before you start to use the Site and/or the information available to you from the Site. We recommend that you print a copy of these terms for future reference.
- 1.2. We draw your attention in particular to:
 - our Privacy Notice, which can be found here;
 - our Cookie Policy, which can be found here;
 - our Acceptable Use Policy at clause 4 below;
 - clause 7 (Data Protection) which sets out further information as to how we use your personal information; and
 - clause 9 which sets out our liability to you.
- 1.3. For your own benefit and protection, please ask for further information if you do not understand any point before you accept these Terms of Use.

2. Information about us and the Services

- 2.1. This Site is operated and managed for the Trustees by Buck Consultants (Administration & Investment) Limited, a private limited liability company registered in England and Wales under company number 1034719 with its registered office at 160 Queen Victoria Street, London EC4V 4AN. You may also email us at: TennantsPensions@Buck.com. Our VAT number is GB 863 338 901.
- 2.2. For certain services and activities, we are authorised and regulated by the Financial Conduct Authority ("FCA") with reference number 115057. The FCA's address is 25 The North Colonnade, Canary Wharf, London E14 5HS, UK. If in providing this Site we provide services and perform activities for which we are regulated by the FCA, we will provide you, if required, with separate Retail Client Terms of Business, which set out the terms and conditions on which we will provide such services and perform such activities, otherwise you should rely on these Terms of Use.
- 2.3. In these Terms of Use, references to "our Group" are to the group of companies of which Buck Consultants is a member.

3. Availability of the Site

- 3.1. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons as detailed in Part 1 of this Schedule 8.
- 3.2. You are responsible for obtaining access to the Internet and making all arrangements necessary for you to have access to the Site and you, or your employer where you are accessing the Site from your place of work through your work systems, are responsible for paying any service fees, telephone charges or other costs associated with such access.
- 3.3. If you choose to access the Site from a location outside of the UK, you are responsible for compliance with local laws relating to such access, including when viewing or using the content of the Site, if and to the extent local laws are applicable.

4. Acceptable Use Policy

- 4.1. When using the Site, you must comply with our Acceptable Use Policy set out in this clause 4.
- 4.2. You may use the Site only for lawful purposes. You may not use the Site:
 - 4.2.1. in any way that breaches any applicable local, national or international law or regulation;
 - 4.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.2.3. for the purpose of harming or attempting to harm minors in any way;
 - 4.2.4. in any way to send unsolicited (commercial or otherwise) e-mail ("Spam") or any material for marketing or publicity purposes, or any similar abuse of either;
 - 4.2.5. to send, knowingly receive, upload, download, publish, post, distribute, disseminate or otherwise transmit, use or re-use any material or information which has not been authorised by us or which is inaccurate, illegal, defamatory, offensive, infringing, obscene, indecent, unsolicited, unauthorised or otherwise unlawful or objectionable or which may expose you or us to legal action or reputational damage, or procure any of the foregoing;
 - 4.2.6. to threaten, harass, stalk, abuse, disrupt, or otherwise violate the rights (including rights of privacy and publicity) of, others; or
 - 4.2.7. to send or upload any material or knowingly transmit any data 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.
- 4.3. You also agree not to:
 - 4.3.1. reproduce, duplicate, copy, re-sell, or otherwise use any part of the Site or the content provided through it in contravention of the provisions of these Terms of Use;
 - 4.3.2. download or copy information or use any part of the materials or content on or provided through the Site for personal commercial gain or for the benefit of a third-party supplier of similar services, or sell or trade in any of the content or other material copied or downloaded from the Site;
 - 4.3.3. obtain or attempt to obtain unauthorised access to (by whatever means) or interfere with, damage or disrupt: any part of the Site; any other services or computer systems, equipment or software used in the provision of the Site; any areas of our, or any of our partners' networks which are identified as restricted, or

intentionally or recklessly do anything which may interrupt or impair their functionality;

- 4.3.4. use data mining, robots or similar data gathering and extraction tools; or
- 4.3.5. falsify the true ownership of software or other material or information contained in a file made available via the Site.

- 4.4. The Site is not directed to children under the age of 16.
- 4.5. We will determine, in our discretion and acting reasonably, whether there has been a breach of this Acceptable Use Policy through your use of the Site.
- 4.6. Failure to comply with this Acceptable Use Policy constitutes a material breach of these Terms of Use and may result in our immediate, temporary or permanent withdrawal of your right (if any) to use the Site, our taking legal action against you and/or disclosure of such information to law enforcement authorities as we reasonably feel is necessary. The responses described are not limited, and we may take any other action we reasonably deem appropriate.

5. Intellectual property rights

- 5.1. We or the Trustees are the owner or licensee of all copyright and other intellectual property rights in the Site (including, without limitation, any HTML source code) and in the material (including, without limitation, all graphics, text, images, sounds, video and other media) and information published on it, including any software. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2. Except as expressly provided for in these Terms of Use or permitted by law, neither the Site, nor such material or information (or any part(s) thereof) may be used, transmitted, copied, reproduced, distributed, republished, downloaded (except for page caching as required to view the Site on the Internet in accordance with these Terms of Use), modified, displayed, posted, adapted or decompiled in any form or by any means.
- 5.3. Except as is permitted by these Terms of Use, you must not use any part of the materials or information on the Site for any commercial purpose, or otherwise, without first obtaining a licence to do so from us or our licensors.
- 5.4. You may print off a reasonable number of copies, and may download extracts, of any page(s) from the Site for your personal reference.
- 5.5. 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.
- 5.6. Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged.
- 5.7. If you print off, copy or download any part of the Site in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 5.8. All page headers, graphics, button icons, trademarks, service marks, get-up and logos appearing on the Site belong to us, our client or our licensors and you agree not to display or use (or misuse) the same in any manner or display or use (or misuse) product names or company names without our or the respective owner's prior written permission.

6. Reliance on information posted

- 6.1. Any information or materials (including without limitation text, graphics, links and other items) posted on the Site are not intended to amount to advice on which reliance should be placed.

- 6.2. Nothing on the Site is, or shall be deemed to constitute:
- 6.2.1. financial, investment or other advice or a recommendation or endorsement or arrangement by us; or
 - 6.2.2. an offer by us to sell to you any product or service or to enter into any contract with you in our capacity as provider of the Site in respect of any product or service.
- 6.3. Your dealings with any third parties, in particular third-party suppliers of products or services or alternative arrangements that you may select or other third parties referenced on the Site, through the Site, and any terms, conditions, warranties or representations with such third parties, are solely between you and the third-party.

7. Data Protection

- 7.1. We will only use your personal information as set out in our Privacy Notice.

8. Changes to the Site

- 8.1. We aim to update the Site regularly, and may delete, suspend, revise or otherwise change the content and/or services it provides (or any part thereof) at any time in our sole discretion. We may suspend access to the Site, or close it indefinitely. We do not monitor every item of information on the Site.

9. Our liability

- 9.1. Nothing in these Terms of Use:
- 9.1.1. affects our liability for death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under any applicable law; or
 - 9.1.2. excludes our obligation to adhere to the rules and regulations imposed on us by the FCA, which will apply at all times.
- 9.2. We, the other members of our Group, our Group's officers and employees and all third parties engaged by us, hereby expressly exclude liability for any losses or damage however caused incurred by you in connection with the Site, or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials or information posted on it, whether they are directly associated with the incident that causes you to claim or not. This includes, without limitation, any liability for:
- 9.2.1. loss of income or revenue;
 - 9.2.2. loss of profits or contracts;
 - 9.2.3. loss of anticipated savings;
 - 9.2.4. delays or failures you may experience in initialising, conducting or completing any transmission or transactions on or in connection with the Site; and
 - 9.2.5. actions taken in response to breaches of our Acceptable Use Policy set out at clause 4 above.
- 9.3. While certain precautions have been taken to detect computer viruses and ensure security, we cannot guarantee that the Site is virus-free and secure. We shall not be liable for any loss or damage which occurs as a result of any virus or breach of security, including without limitation any distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted

on it, or on any website linked to it. You shall therefore be responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary. We give no warranties as to the compatibility of the Site with your computer systems, software and/or hardware.

- 9.4. The Site may contain links to other websites or resources. We are not responsible for the availability of such external sites or resources, and we shall not be responsible or liable, directly or indirectly, for the content of such websites (including without limitation the privacy policies, any advertising, contents, products, goods or other materials or services on or available from such websites), the use others make of these websites or resources, or from damage loss or offence caused by or in connection with the use of or reliance of any materials, products or services available on such websites or resources.
- 9.5. Except as otherwise noted herein, the materials and services provided on the Site are provided "as is", without any warranties or representations of any kind, including warranties and conditions of merchantability, fitness for a particular purpose, title or non-infringement of intellectual property. To the extent permissible, any implied warranties or representations are limited to the fullest extent permitted by law. We make no warranties, representations, or conditions of any kind regarding the sites, services, products, programs or other offerings of third parties referenced on or accessible by means of the Site. We also take no responsibility for the actions of hackers or viruses that may damage your computer system or data resulting from your access to or use of the Site.

10. Linking from the Site

- 10.1. From time to time the Site may also include links to other third-party websites or resources. These links are intended to provide further information only and are not intended to signify that we endorse such websites and/or resources or related products or services or are in any way affiliated with the linked websites or have investigated, verified or monitored any of them.
- 10.2. Such linked websites or resources are independent from Buck Consultants and we have no control over their content. We have no responsibility for the content of any linked website or resource, its use or the products and/or services made available through it or for any loss or damage that may arise from your acquisition or use of any of them. It is your responsibility to check the terms and conditions of any other websites or resources you may visit and you use them and the products and/or services made available through them at your own risk.
- 10.3. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies or the protection and privacy of any information that you provide or which may be collected from you (whether automatically or otherwise). Please check these policies before you submit any personal data and information to these websites. We recommend that you check the policy of each website you visit and contact the owner or operator of such website if you have any concerns or questions.

11. Variations

We may revise these Terms of Use at any time. Any such changes that we may make to these Terms of Use will be posted on this page as amended terms.

12. Jurisdiction and applicable law

- 12.1. If you are a consumer, please note that these Terms of Use, 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.
- 12.2. If you are a business, these Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

13. Your concerns or questions

If you have any concerns about the Site or the material which appears on the Site, please contact us at TennantsPensions@Buck.com

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