
DICTIONARY OF TERMS

Customer Support Services:	a managed support service available in UK office hours (9am to 5.30pm) to Users, accessed via the PensionSync Scheme Management Tool & Pension Dashboard.
Data Protection Legislation:	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
Delivered:	in relation to Employee Data Lines and Pension Provider Response Messages, means processed and transmitted correctly addressed, with receipt electronically acknowledged by the intended recipient, and includes 'delivered but not accepted'; and 'Deliver' and 'Delivery' have corresponding meanings.
Employee:	includes both an individual who is an employee, and any other individual falling within the definition of a 'worker' in section 88(3) Pensions Act 2008, and (in either case) in respect of whom that individual's Employer is required to provide an auto-enrolment pension scheme.
Employee Data Line:	means one or more rows / lines of Payroll Data in any one calendar month, and which relate to one unique Employee.
Employer:	means a person engaging one or more Employees.
Intermediary:	an accountant, a whitelabel provider or other third party wishing to make use of PensionSync on behalf of one or more of its own clients, each of which is an Employer; and, on behalf of such clients, making use of PensionSync to deliver Payroll Data from the clients' Payroll Service Providers to the clients' appointed Pension Providers.

Payroll Data:	data relating to the payroll of an Employer, structured as Employee Data Lines, received by PensionSync from an Employer's Payroll Service Provider, and to be processed periodically by PensionSync for the purposes of Delivery to the Employer's appointed Pension Provider, in the format required by that Pension Provider, and consisting of data incorporating the amount of pension contribution to be made for each Employee for the period.
Payroll Service Provider:	a provider of a service consisting <i>inter alia</i> of payroll processing, on the basis of data provided by an User.
Pension Provider:	a provider of pensions, appointed and contracted by a User.
Pension Provider Response Messages:	notification and/or messages, received by PensionSync from a Pension Provider, to be processed periodically by PensionSync for the purposes of Delivery to the applicable Payroll Service Provider, in the format required by that Payroll Service Provider, intended for a User.
PensionSync:	a collective term for the whole of the PensionSync service covered by these Terms, including but not limited to the PensionSync API, the PensionSync Scheme Management Tool, the PensionSync Pension Dashboard, and the PensionSync website; and including updates and new releases. PensionSync Ltd is incorporated in England, company number 12118498, its registered office is at 10 John Street, London, England, WC1N 2EB
PensionSync API:	the application programming interfaces operated by PensionSync, and through which Payroll Service Providers submit Payroll Data on an automated basis for processing by PensionSync, and by which PensionSync delivers such processed data onward to the applicable Pension Provider, on behalf of Users; and through which PensionSync may receive Pension Provider Response Messages intended for Users for processing and Delivery to the applicable Payroll Service Provider.
PensionSync Pricing Plan:	the pricing plan applicable from time to time to your usage of PensionSync.

PensionSync Scheme Management Tool: a web interface portal which permits Users to enter and edit User Data, and request Support.

PensionSync Pension Dashboard: a web interface portal which permits Users to enter and edit User Data, and request Support.

PensionSync Charges: has the meaning set out in section 4.

User: includes (a) an Employer using PensionSync to Deliver Payroll Data from its Payroll Service Provider to its appointed Pension Provider; and (b) an Intermediary.

User Data: data relating to either an Employer, an Intermediary, or an Employer's Pension Provider, entered into PensionSync via the PensionSync Scheme Management Tool & Pension Dashboard, or uploaded automatically into PensionSync by a Pension Provider; User Data does not include Payroll Data.

Whitelabel: A "branded" version of PensionSync

1. AGREEMENT

1. These Terms govern all use of PensionSync by Users, with effect from 4th June 2020, and wholly supersede and replace all prior terms.

2. USAGE RIGHTS

1. The whole of PensionSync is proprietary to PensionSync, and aspects of it are protected by copyright, trade mark, trade secret, and other intellectual property laws. You are only granted the rights to use PensionSync on the basis and for the purposes set out in these Terms, and PensionSync reserves all other rights.
2. PensionSync is made available on a pay-to-use basis as long as you comply with these Terms and all obligations on your part, and subject to any provisions for termination, PensionSync grants you the right to use PensionSync.
3. Users may enter and from time to time modify their User Data via the PensionSync Scheme Management Tool & Pension Dashboard

4. Your registration contact and payment information is part of the User Data, and may be entered and from time to time modified by you via the PensionSync Scheme Management Tool & Pension Dashboard. You must maintain such Data so as to be accurate, current and complete.
5. A User's Payroll Service Provider may periodically submit Payroll Data via the PensionSync API, on receipt of which PensionSync shall process such Payroll Data and Deliver it in the form of Employee Data Lines to the applicable Pension Provider.
6. The Pension Provider may return Pension Provider Response Messages intended for a User *via* the PensionSync API, on receipt of which PensionSync shall process such Pension Provider Response Messages, and Deliver them to the applicable Payroll Service Provider.
7. You will not use PensionSync for any purpose other than legitimately processing Payroll Data for your own Employees, and (if you are an Intermediary) for the Employees of your own clients.
8. You will not attempt unauthorized access to any other PensionSync systems that are not part of PensionSync.
9. You will not use, nor will you permit any third party to use, PensionSync in a manner that violates any applicable law, regulation or these Terms.

3. CHARGES

1. PensionSync Pricing Plan options are detailed at <https://www.PensionSync.com/pricing> which are subject to all the conditions set out in the PensionSync Charges section, in accordance with the selected or applied PensionSync Pricing Plan.
2. PensionSync whitelabel Pricing Plans are agreed on a per whitelabel basis which are subject to all the conditions set out in the PensionSync Charges section, in accordance with the selected or applied PensionSync Pricing Plan.
3. All PensionSync Charges are subject to VAT as applicable, and must be paid monthly by direct debit. Charges may be processed by PensionSync directly, or we may appoint a service provider of our choice to process them on our behalf; and we may from time to time change such appointments.
4. PensionSync reserves the right to refuse, or charge separately for, abnormal support requests which may consume abnormally large support resources to fulfil.
5. PensionSync reserves the right to remove processing access or access to the data if an account remains unpaid for a period longer than fourteen (14) days after the due date.

4. DEACTIVATION

1. PensionSync may deactivate the account in relation to any Employer if Payroll Data has not been processed for that Employer for a period of 18 months.
2. PensionSync may deactivate the account in relation to any Intermediary if Payroll Data has not been processed for any Employer represented by that Intermediary for a period of 18 months.
3. If the account in relation to any Employer and/or Intermediary is deactivated, then the applicable User Data will be irretrievably deleted, and will longer be available.

5. YOUR PRIVACY AND PERSONAL INFORMATION

1. You can view PensionSync's Privacy Statement from within the PensionSync Scheme Management Tool & Pension Dashboard.
2. You agree that PensionSync may use, maintain and process your data in accordance with PensionSync's current Privacy Statement.
3. You give PensionSync permission to combine, on a non-identifiable, aggregated basis, information you enter or upload for PensionSync with that of other PensionSync and/or PensionSync users. For example, this means that PensionSync may use your and other users' non-identifiable, aggregated data to improve PensionSync in future releases, or to design promotions and provide ways for you and other users to compare business practices.
4. PensionSync may freely use, on an anonymised basis, any feedback you may provide. You agree that PensionSync may use your feedback, suggestions, or ideas in any way, including in future modifications of its services, other products or services, advertising or marketing materials.
5. PensionSync may disclose information about Users (but not any detail of Payroll Data or Pension Provider Response Messages) in confidence to a prospective purchaser of all or part of PensionSync's business, to the limited extent reasonably necessary for such purpose.
6. Subject only thereto, we shall treat as confidential all information obtained from you, shall not without your consent use such information other than for the purpose for which it was provided, and shall not disclose such information to any person (except to your own employees, and then only to those employees who appear to have need to know the same) without your prior written consent.

6. PAYROLL DATA

1. PensionSync requires that every upload of Payroll Data includes such data for all employees on the applicable User's payroll, and including any who have opted out of, or are not eligible for, auto-enrolment; the data relating to such employees will be marked appropriately, and will not be processed for the purposes of auto-enrolment.

2. PensionSync is responsible for Payroll Data submitted on your behalf to the PensionSync API. PensionSync does not maintain a permanent repository of Payroll Data or Pension Provider Response Messages. Payroll Data will generally be retained for 2 months to enable compliance with Support requirements; subject thereto, PensionSync irretrievably purges (deletes) Payroll Data and Pension Provider Response Messages on a regular basis, once there is no apparent need or requirement for retention.
3. Payroll Data and Pension Provider Response Messages, whether in the course of processing or transmission or at rest within PensionSync, are encrypted in a manner which renders them unreadable to all PensionSync staff.
4. Payroll Data and Pension Provider Response Messages may, with your consent, and with approval at senior level within PensionSync, in exceptional circumstances be decrypted, for example where it is necessary to do so in order to comply with a specific request for Support. Subject thereto, PensionSync staff will not be able to answer any questions about any Payroll Data or Pension Provider Response Messages.
5. PensionSync staff will not be able to export or deliver Payroll Data or Pension Provider Response Messages to you via any electronic or physical means.

7. DATA PROTECTION

1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This **clause 8** is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, the User is the data controller and PensionSync is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
3. Without prejudice to the generality of **clause 8.1**, the User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PensionSync for the duration and purposes of provision of PensionSync.
4. Without prejudice to the generality of **clause 8.1**, PensionSync shall, in relation to any Personal Data processed in connection with the performance by PensionSync of its obligations under these Terms:
 1. process that Personal Data only on the documented instructions of the User unless PensionSync is required by the laws of any member of the European Union or by the laws of the European Union applicable to PensionSync to process Personal Data (**Applicable Laws**). The User agrees that the making of a submission to PensionSync by the User via

its payroll software constitutes such a documented instruction. Where PensionSync is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PensionSync shall promptly notify the User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PensionSync from so notifying the User;

2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the User, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the User has been obtained and the following conditions are fulfilled:
 1. the User or PensionSync has provided appropriate safeguards in relation to the transfer;
 2. the data subject has enforceable rights and effective legal remedies;
 3. PensionSync complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 4. PensionSync complies with reasonable instructions notified to it in advance by the User with respect to the processing of the Personal Data;
5. assist the User, at the User's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications,

impact assessments and consultations with supervisory authorities or regulators;

6. notify the User without undue delay on becoming aware of a Personal Data breach;
 7. at the written direction of the User, delete or return Personal Data and copies thereof to the User on termination unless required by Applicable Law to store the Personal Data; and
 8. maintain complete and accurate records and information to demonstrate its compliance with this **clause 8.4** and allow for audits by the User or the User's designated auditor.
5. The User consents to the use by PensionSync of cloud services and infrastructure provided by Microsoft on their Azure platform – more details are available on <https://azure.microsoft.com/en-gb/overview/trusted-cloud/>. Subject thereto, the User does not consent to PensionSync appointing any third party processor of Personal Data under these Terms
 6. PensionSync may, at any time on not less than 7 days' notice, revise this **clause 8** by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

8. WARRANTIES

1. You acknowledge that you have had a fair opportunity to satisfy yourself that PensionSync meets your requirements, and that PensionSync is provided by us and accepted by you 'as is'.
2. You understand that
 1. the service provided by PensionSync essentially consists of the obtaining of Payroll Data from a Payroll Service Provider in one format, processing so as to translate that data into the format required by the applicable Pension Provider, and the Delivery of such data to the Pension Provider; and, in a corresponding manner, the return of Pension Provider Response Messages;
 2. whilst we will use reasonable efforts to ensure that such processing and Deliveries are effected promptly and without error, changes (including system and/or format changes) made by either Payroll Service Provider or Pension Provider of which we are not aware may have the effect of interfering with the accuracy of such processing; and the necessary use of the internet and third party telecommunications systems to effect such Deliveries may from time to time introduce error; and PensionSync cannot be responsible for error or inaccuracy resulting from any such cause;

3. if inaccurate or incomplete data is provided to PensionSync, the data after processing and Delivery by PensionSync is likely to contain corresponding inaccuracies, for which PensionSync cannot be responsible.
3. It is your responsibility to respond promptly to, and appropriately action, any Pension Provider Response Messages; and generally to monitor the performance of PensionSync in order to satisfy yourself that it is performing in accordance with your expectations. PensionSync is an automated service driven by software. You acknowledge that it is not technically practicable to guarantee software to be error-free, and agree that the existence of any error shall not constitute a breach of these Terms. In the event that you discover a material error and notify us of the error within 28 days we shall use all reasonable endeavours to correct the error.
4. To the extent permitted by the applicable law, we disclaim all other warranties with respect to PensionSync, either express or implied.

9. LIABILITY AND LIMITATION

1. **You will manage your passwords.** You are solely responsible for maintaining the confidentiality and security of your access to and use of PensionSync including use of your unique logon ID, and it is your responsibility to contact PensionSync promptly if you become aware of any unauthorised access to your account.
2. **PensionSync does not give professional advice.** PensionSync's business is not that of providing legal, financial, pensions, payroll, accounting, tax or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.
3. We do not exclude or limit any liability for personal injury (including sickness and death) to the extent that such injury results from our negligence or wilful default, or that of our servants, agents or subcontractors if any; or fraudulent misrepresentation, or otherwise where liability cannot lawfully be excluded or limited.
4. Subject thereto, our total liability arising during each year of service shall not exceed £100.
5. To the extent permitted by law, we shall not be liable to you under or in connection with these Terms, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for:
 1. any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; or

2. for any indirect or consequential loss whatsoever incurred by you, whether or not you have advised in advance of the possibility of any such loss.

10. THESE TERMS; CHANGES

1. These are the sole and exclusive terms governing your use of PensionSync.
2. Subject to the express provisions of your PensionSync Pricing Plan, we reserve the right to change these Terms and our charges at any time, and the changes will be effective when posted on the PensionSync website, by notification at login to the PensionSync Scheme Management Tool & Pension Dashboard, or when we notify you by other means. Your continued use of PensionSync indicates your agreement to any such changes.

11. TERMINATION

1. PensionSync may immediately, in its sole discretion, and without notice terminate your rights to use PensionSync if you fail to comply with these Terms, or if you no longer agree to receive electronic communications.
2. PensionSync may terminate your rights to use PensionSync
 1. on three months notice at any time, or
 2. if it discontinues or makes any substantial change to PensionSync, in whole or in part.
3. You may terminate your use of PensionSync at any time without notice.
4. Upon termination you must immediately stop using the Service and any outstanding payments will become due.
5. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies either party may have under these Terms or at law. Any rights or obligations of a continuing nature shall survive termination

12. NOTICES

1. Any notice to be given by either party the other shall be in writing, and
 1. if to PensionSync, may be sent by email to notices@PensionSync.com
 2. if to a User, may be sent to the email address recorded in the User Data; or may be given by display at login to the PensionSync Scheme Management Tool & Pension Dashboard
 3. in either case, may be sent by recorded / 'Signed For' delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

13. THIRD PARTY RIGHTS

1. No one other than a party to an agreement pursuant to these Terms shall have any right to enforce any of its Terms.

14. ASSIGNMENT

1. Your rights to use PensionSync are personal to you and may not be assigned.
2. PensionSync may assign or transfer any agreement which is subject to these Terms, without any requirement to obtain your consent, to (a) an affiliate, (b) a company through a sale of assets by PensionSync or (c) a successor to PensionSync's business by merger.

15. DISPUTES, LAW, ADR, ARBITRATION, AND JURISDICTION

1. Disputes generally

In this clause 13, for the avoidance of doubt

1. 'dispute' does not include default; and
2. 'default' includes failure to pay any sum by the due date; unless grounds of dispute have been expressly notified in writing to the other party; and
3. nothing in this clause shall prevent any party from immediately seeking injunctive or other equitable relief, including termination, from any court having competent jurisdiction.

2. Alternative Dispute Resolution

1. If a dispute arises out of or relates to these Terms, or relates to breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
2. Any such mediation shall be administered by Centre for Effective Dispute Resolution (CEDR) in accordance with the CEDR Model Mediation Procedure, and unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
3. If the parties do not succeed in settling the dispute within a period of 60 days, then, upon notice by either party to the other, the dispute shall be referred to arbitration in accordance with clause 16.3.

3. Arbitration

1. Any dispute between the parties relating to this Master Agreement or a Schedule may (subject to clause 16.2) at the option of either party be referred to a single arbitrator.
2. If the parties fail to agree on an arbitrator within a reasonable time the President of the Chartered Institute of Arbitrators shall on the request of either party make the appointment.
3. Any arbitration shall be conducted in London under the provisions of the Arbitration Act 1996 and the costs and expenses of any arbitrator agreed or appointed shall be borne by such of the parties and in such proportions

as the arbitrator may determine, failing which the costs shall be borne equally by both parties.

4. Notwithstanding the referral of a dispute under this clause, the parties shall continue to perform their respective obligations under these Terms.

4. **Governing Law**

English law applies to this Agreement and any related issues arising between the parties.

5. **Jurisdiction**

Subject to the provisions for Alternative Dispute Resolution and Arbitration, the courts of England & Wales shall have exclusive jurisdiction over all disputes between the parties in relation to the subject matter hereof, and over any related issues and other matters which may arise.