

Terms & conditions

This website <https://www.uss.co.uk> ("website") is owned and operated by Universities Superannuation Scheme Limited ("USS/we/us"), a company registered in England and Wales under company number 01167127 and whose registered office is Royal Liver Building, Liverpool L3 1PY.

We hope that you will use this website to find out more information about the scheme and the various services which we offer to our members and employers. Please note that use of the website is subject to the terms and conditions set out below ("terms") and by accessing/using the website you agree to abide by the terms. If you do not agree with the terms, please do not use the website. If you have any questions please contact USS's data protection officer on 0151 227 4711 or [contact USS through our website](#).

In the event of any inconsistency between the content of these terms, the website, any other terms and conditions that may apply to your use of the website (including any secure part thereof) ("Specific terms") and the Trust Deed and Rules of Universities Superannuation Scheme, the Trust Deed and Rules of Universities Superannuation Scheme (as applicable) shall take precedence, followed by any Specific terms, then these terms and then the website.

General Conditions

Subject to you agreeing to these terms, we allow you to use the website free of charge and these terms will regulate your use of the website. Other terms may apply to the provision of any service made available to you via this website or to the secure parts of this website. You should check to see what specific terms apply to any service or secure part of this website that you wish to use.

Nothing on our website shall constitute an offer by us to provide to any person any goods or services.

The information on this website is primarily directed at those persons who are members, prospective members, former members, institutions, employees or directors of USS or USS' advisors.

We may terminate, change or suspend any part of this website including any of its content or features, at any time without notice and in addition we reserve the right to refuse or suspend access to the website or close it. We will not be liable if for any reason our website is unavailable at any time or for any period.

We reserve the right from time to time and without notice to vary these terms and as such we suggest that you regularly revisit this page to ensure that you have seen the latest version of the terms. Your continued use of the website shall be deemed acceptance of any such revised terms.

If you are a member of USS and use My USS, the secure member section of www.uss.co.uk (also known as the member portal), you will also be subject to the [terms and conditions of use for My USS](#). If you are an official contact for an institution and have access to USSonline, the secure employer section of www.uss.co.uk (also known as the employer portal), you will also be subject to the [terms and conditions of use for USSonline](#).

Reliance on Information Posted

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability (to the fullest extent permitted by law and subject to the paragraph headed "Liability" below) arising from any reliance placed on such materials by any visitors to our website or by anyone who may be informed of any of its contents.

Copyright

This website, including its design, operation and content is USS proprietary material. All rights are expressly reserved. You may use the material contained on this website in accordance with these terms, including printing hard copies of any page of this website provided you retain all and any copyright and proprietary notices. You may not copy, reproduce, transmit, store, adapt or modify any of the images or content on our website or place hyperlinks to our website without our prior written consent. Any other use of materials on our website is strictly prohibited.

Third Party Sites

From time to time we may include links on our website which lead to websites operated by other parties. We provide these links because we think they may be of use and interest to you. We have no connection with these websites and can accept no responsibility for their security, content or availability. You should check the terms and conditions and privacy policies of any third party websites.

Warranties

As noted above, we try to provide general information on our website which we believe will be of use to our members, institutions and advisors. Please be aware that the information, opinion and advice contained in this website (including but not limited to our notice board summaries, legislation overviews and other related issues) should be treated as general guidance only and not as definite financial/professional advice. In particular, please note that we make no warranties, representations or guarantees, express or implied as to the accuracy of the information, guidance, advice or opinion provided on our website. Each individual's circumstances are different and we would advise that users of the website seek specific advice and contact a financial adviser. If you would like further information about contacting a financial adviser please contact the communications team.

Whilst we make every effort to protect it, we do not guarantee that use of our website will be uninterrupted or error free, or that the website and its servers are free of computer viruses.

Your Conduct

You must not use the website in any way that causes or is likely to cause the website and/or access to it to be interrupted, damaged or otherwise interfered with. In particular you must use the website for lawful purposes only and not use the website in connection with any fraudulent and/or unlawful activity.

Viruses, Hacking and other Offences

You must not misuse or allow any other persons to:

- misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website; or
- attack the website via a denial-of-service attack or a distributed denial-of service attack.

By breaching the above paragraphs, you will commit a criminal offence under the Computer Misuse Act 1990. USS will report any such breach to the relevant law enforcement authorities and USS will co operate with those authorities by disclosing your identity. In the event of such a breach, your right to use the website will cease immediately.

Liability

If you are using the website as a consumer as defined by the Unfair terms in Consumer Contracts Regulations 1999 the extent of our liability is as follows:

We (which includes USS, its directors, employees or other representatives) will only be liable to any person for losses which are foreseeable as a consequence of us breaching these terms and caused by our own negligence. Nothing in these terms shall affect your statutory rights.

If you are using the website as a non-consumer the extent of our liability is as follows:

We (which includes USS, its directors, employees or other representatives) will not be liable to any person for any damages or loss that may arise from the use of our website or any information contained within it. This limitation applies to any losses which are not a foreseeable consequence of us breaching these terms. We shall not in any event be liable for business losses of any sort including economic loss or damage to or loss of profits, interest, revenue, anticipated savings, business or goodwill.

For the avoidance of doubt USS does not limit in relation to either consumer or non consumer users its liability for death or personal injury to the extent that it arises as a result of the negligence of USS.

Privacy Policy

We are committed to protecting your privacy. Our usage of your personal information is governed by our [Privacy Policy](#).

Please read our [Privacy Policy](#) carefully, it deals with your rights and our obligations in respect of how your personal information can be used. It should be read in conjunction with these terms.

General

Nothing in these terms confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this Act.

If at any time any provision of these terms is or becomes illegal, invalid or unenforceable that shall not impair the legality, validity or enforceability of any other provision of these terms and such illegal, invalid or unenforceable provision will be severed from the rest to the extent that it does not affect the validity of the remainder.

Contacting Us

If you have any queries regarding our website or these terms please [contact USS](#) or write to us at USS, Royal Liver Building, Liverpool L3 1PY.

Dispute Resolution

Any dispute arising out of or in connection with these terms shall first be resolved in accordance with the dispute resolution procedure set out in rule [75] of the [Rules of Universities Superannuation Scheme](#) dated 1 October 2011 (as amended from time to time) ("[Dispute Resolution Procedure](#)"), to the extent that it is a dispute that is within the scope of the [Dispute Resolution Procedure](#).

Governing Law

These terms and any dispute or claim arising out of or in connection with them is governed by, and shall be construed in accordance with the laws of England and Wales. Subject to the provisions set out in the paragraph above, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms.



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