

mypension - Service Terms and Conditions

You should read these Terms and Conditions before **you** use the **mypension** website.

Please contact the **mypension** helpline on 0191 4244200 if **you** have any issues with the content of these Terms and Conditions.

We reserve the right to change the Terms and Conditions and the **mypension** website at any time. Any such changes will take effect and therefore be binding on **you** as soon as they are uploaded to the **mypension** website.

Please refer to **our** Privacy Policy on <http://www.twpf.info/article/28815/Privacy-Notices> for details of the information **we** hold about **you**, or the way **we** use **your** information.

In these Terms and Conditions the following words have the following meanings:

mypension is the name of the online service **you** are accessing.

Password and **username/login name** mean the password and name **you** use to identify **yourself** when **you** use **mypension**.

We, us and **our** means South Tyneside Council providing pension services for the Tyne and Wear Pension Fund and Northumberland County Council Pension Fund.

You, your and **yourself** refer to the person who has entered into this agreement with **us**.

Device means **your** Mobile, Tablet, PC or alternative supported browser method which **you** use to access **mypension**.

These Terms and Conditions apply to **your** use of **mypension** in relation to Pension record(s) **we** hold. They explain the relationship between **you** and **us** in relation to **mypension**.

1. **You** are responsible for keeping **your username** and **password** private to prevent unauthorised viewing of **your** account. If **you** suspect either of the above have been compromised **you** will need to amend **your** security settings for access immediately.

2. The information shown via **mypension** is accurate as at the date shown but may be subject to change. If **you** suspect any of this information to be incorrect, please contact **us** securely through **mypension**.

3. Please note that any amendments made to **your** contact details will be updated immediately through **mypension**. **You** are also advised to check that the changes made are correct. If not, please contact **us** securely through **mypension**

4. Data in respect of **your** pension **record(s)** is held in accordance with data protection legislation in force.

5. Access to **mypension** may occasionally be unavailable due to maintenance. It can also be affected by **your** Internet Service Provider, **your** Internet connection or the **device** **you** are using. If **you** experience connection difficulties **you** are advised to retry accessing **mypension**.

6. Although **we** have appropriate provision to ensure that **our** website and its links are virus-free, **you** are advised to ensure that **you** have adequate anti-virus protection installed on **your device** .

7. The values generated from any benefit projection within **mypension** are estimated values only and therefore do not confer any statutory rights. They are calculated in accordance with current regulations and are provided on the understanding that they are not legally binding.

8. Any calculations made within **mypension** are applicable to **your** Local Government Pension Scheme benefits only and therefore do not include any benefits payable in respect of any in-house Additional Voluntary Contribution (AVC) arrangement **you** may have. However when **you** retire **we** will provide **you** with the options and amounts due from **your** AVCs.

9. Unauthorised access to **mypension** contravenes the Computer Misuse Act 1990 and may incur criminal penalties as well as damages. Please proceed only if **you** are an authorised user.

10. **You** agree not to submit anything on **mypension** which is illegal or which could be considered defamatory or abusive.

11. **You** agree to indemnify **us** against all claims, damages, losses, liabilities and costs arising from or in connection with **your** use of **mypension** and **your** breach of any of these Terms and Conditions.

12. **We** will not have any financial liability to **you** for damages as a result of a breach of these Terms and Conditions by **us**. Nothing in these Terms and Conditions attempts to exclude or restrict **our** liability for any matter which it would be illegal for **us** to do so.

13. The laws of England will govern these Terms and Conditions and **you** agree to submit to the exclusive jurisdiction of the English Courts.