



SAFE
Portfolio
Effective Solutions

SAFE PORTFOLIO USER GENERAL TERMS AND CONDITIONS

Please read terms and conditions carefully before using our sites.

This terms of use tells you the terms of use on which you may make use of our website www.safe-portfolio.com and our associated brands (our sites), whether as a guest or a registered user. Use of our sites includes accessing, browsing, registering to use our sites.

Please read these terms of use carefully before you start to use our sites, as these will apply to your use of our sites. We recommend that you print a copy of this for future reference.

By using any of our sites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use any of our sites.

If you purchase goods from our sites, our Terms and Conditions of supply will apply to the sales [www.safe-portfolio.com/termsupply].

Information about us

www.safe-portfolio.com is a site operated by Safe Portfolio Limited (“We” or “Our”). We are registered in England and Wales under company number 09379800 and have our registered office at Temple Chambers, 28 Station Road, Warminster, Wiltshire BA12 9BR. Our VAT number is 215 8368 00. We are a limited company.

Data Protection: we are registered with the Information Commissioner’s Office: reference ZA125095

Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes to our sites

We may update our sites from time to time and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time and we are under no obligation to update it.

We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

Accessing our sites

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on it, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with any of the provisions of these terms of use.

Your account and password

If you choose, or you are provided with, as user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose to a third party.

We have the right to disable any user identification code or password, where chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@safe-portfolio.com

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our sites and in the material published on it. 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 pages(s) from our websites for your 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 sites must always be acknowledged.

You must not use any part of the content on our sites unless agreed by us in writing and must always be acknowledged.

You must not use any part of the content from our sites 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on our sites 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 sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any content displayed on our sites.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our sites for domestic and private use. You agree not to use our sites 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to you downloading of any content on it, or on any website link to it.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to our sites

Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Sites a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to

us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the sites.

We have the right to remove any posting you make on our sites if, in our opinion, your posts do not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by others on our sites do not represent our views or values.

Viruses

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

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

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or distributed denial-of service attack. By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

Linking to our sites

You may link to our home pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our sites other than that set out above, please contact **support@safe-portfolio.com**

Third party links and resources in our sites

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only.

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

Applicable Law

Please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, if you are resident of Scotland, you may also bring proceedings in Scotland.

Contact us

To contact us, please email **support@safe-portfolio.com**

ACCEPTABLE USE POLICY

This is acceptable use policy sets out the terms between you and us under which you may access our website www.safe-portfolio.com or any associated brands (our sites). This acceptable use policy applies to all users of, and visitors to our site.

Your use of our sites means that you accept and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

Prohibited uses

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

- 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.

- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- 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 sites in contravention of the provisions of our website use.
- Not to access without authority, interfere with, damage or disrupt:
 - o any part of our sites;
 - o any equipment or network in which our sites is stored;
 - o any software used in the provision of our sites; or
 - o any equipment or network or software owned or used by a third party.

Interactive services

We may from time to time provide interactive services on our sites, including, without limitation:

- Chat rooms
- Bulletin boards

Where we do provide any interactive service, we will provide clear information to you about what kind of service is offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to consent of their parent or guardian. We advise parents who permit their children to use an interactive service that is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator should a concern or difficulty arise.

Content standards

These content standards apply to any and all material which you contribute to our sites (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Be likely to deceive a person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our sites. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our sites and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our sites.
- Issue of a warning to you.
- Legal proceedings against you reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check to check this time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our sites.

USER COMPLAINTS POLICY

At Safe Portfolio Limited our primary focus is maintaining absolute user satisfaction through sustainable pricing, proactively managed services and investment in hosting infrastructure. Sometimes we may fall short of the high standards we and our users expect from us. If this happens it's important that we are able to take on user feedback and concerns and use this to improve our service.

Step 1

If you've not already been in touch regarding your concern, the first step is our standard support channels: most issues we can resolve very quickly as soon as you get in touch. You can get in touch via:

Email: support@safe-portfolio.com

Our average response time is well under an hour and we will ensure that all tickets are replied to within 24hrs. All submissions will receive an automatic email confirming that the ticket has been received successfully and assigned ticket reference.

Step 2

If you have already contacted us and we've not been able to resolve your issue to your satisfaction, the next step is to submit a Formal Complaint.

All complaints MUST be made writing. This is to ensure we're able to properly address and investigate your concerns and provide a full response.

Complaints can be submitted by email to complaints@safe-portfolio.com

What information you should include:

You should ensure you include as much information about the issue as possible, this might include:

- Date & time when issues occurred
- Details about the problem, how it started, what you did and any other relevant details
- Your Name and National Insurance Number (for reference)
- Providing as much information as possible helps us to quickly investigate and fully understand the situation, what happened, what/if anything went wrong and how we can then try to resolve your complaint.

What we will do:

Usually our Head of User Support will review all complaints within 72 hours and provide an initial response while they investigate the issue.

Depending on the type of issue, it may be necessary for the complaint to be passed to a more appropriate Manager, Head of Department or Director. You will be informed of who is handling your complaint and their role in the investigation.

We will then provide a full reply to the complaint within 10 working days.

Step 3:

If the response does not meet your satisfaction, you may request that the complaint be escalated to a Safe Portfolio Limited Director for review.

One of our directors will then assess your complaint and the steps taken so far by our staff; they will then provide a response within 15 working days of the complaint escalation.

All complaints are taken seriously and will be reviewed, investigated and responded to fairly and thoroughly. We understand that monitoring, and dealing with complaints promptly enables us to identify areas of weakness and we will then work to address these and continue to improve our service.