



My USS terms and conditions

Please read these terms and conditions carefully before using this site. If you do not agree with the terms, please do not use My USS.

These terms and conditions of use apply to users of the Universities Superannuation Scheme Limited secure website known as My USS or the member portal ("**user terms and conditions**").

The [USS privacy notice](#) and [USS cookie information](#), also apply to the use of My USS.

We have the right to amend these user terms and conditions from time to time. Every time you wish to use our site, please check these user terms and conditions to ensure you understand the terms that apply at that time.

1. Definitions

1.1 In these user terms and conditions the following words and phrases shall have the meanings set out below:

"Member" means a member of the Scheme (whether an active, deferred or pensioner member) and "members" shall be construed accordingly;

"My USS" means the secure part of the website operated by USS found here, [My USS](#) (or such other address as USS may notify members of from time to time) for the purpose of allowing secure access to information and options relating to your retirement benefits from the Scheme also known as the member portal;

"Scheme" means the scheme known as 'Universities Superannuation Scheme' established by a declaration of trust dated 2 December 1974 and now governed by the Trust Deed and Rules of the Scheme;

"Trust Deed and Rules of the Scheme" means the Rules of the Scheme dated 19 November 2015 (as amended from time to time), a copy of which can be obtained at on the [Scheme Rules page](#);

"USS/us/our/we" means Universities Superannuation Scheme Limited, a company incorporated in England and Wales with registration number 1167127 and having its registered office at Royal Liver Building, Liverpool, L3 1PY;

"you" means the person who is using My USS, who must be a member and **"your"** shall be construed accordingly.

2. Purpose and use of My USS

2.1 The purpose of My USS is to provide members with online access to details and options in respect of their retirement benefits from the Scheme.

2.2 My USS is only for use by members.

2.4 In the event of any inconsistency between the content of these user terms and conditions, My USS and/or the Trust Deed and Rules of the Scheme (as applicable), the Trust Deed and Rules of the Scheme shall take precedence, followed by these user terms and conditions and then My USS.

2.5 The information does not take into account your personal circumstances and it is not intended to amount to advice on which you should rely and does not constitute financial advice or a recommendation to make (or refrain from making) any kind of investment decision. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content. If you are not sure what's best for you, we strongly recommend that you speak to an Independent

Financial Adviser (IFA) before making a decision in relation to your investments or any change to them. If you would like further information about contacting a financial adviser, please visit our [guidance and financial advice page](#).

3. Security

3.1 My USS server uses a digital certificate, which is compatible with most browsers. You have a responsibility to check the digital certificate to ensure that you are accessing the approved website.

3.2 You are responsible for keeping your password and PIN secure at all times and must not write your password or PIN down or disclose them to any third party. You may not allow third parties (including but not limited to Independent Financial Advisors) to access My USS using your username, password and/or PIN or create a My USS account for you.

3.3 You have a responsibility to ensure that you log out after each visit to My USS, particularly if you leave your PC for any length of time and/or share an office or PC with others.

3.4 You must notify USS as soon as you know or suspect that your password or PIN is known by any third party. You will remain responsible for any use of your password or PIN to obtain access to My USS unless USS has received notification from you that your password is known by a third party.

3.5 To ensure that the correct user is only able to reset security credentials, you will be requested on registration to supply answers to “security questions”, You will only be prompted for this information when you need to reset your password, PIN, or if you have forgotten your username.

3.6 USS will never request you to supply security details (passwords or PIN) via emails or over the telephone.

3.7 You must not use a group email address for any part of your registration and security set up.

4. Availability and access

4.1 My USS is a working system and may be amended or updated by or on behalf of USS from time to time without prior notification to you. Your continued use of My USS after any such changes will signify your consent to such changes.

4.2 USS do not guarantee that My USS, 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 our site for business and operational reasons. We have no liability to you if My USS is unavailable at any time.

4.3 We will not be liable for any technical problems that you suffer as a result of your use of My USS.

4.4 We may disable your account and/or any username, password, PIN or security questions and answers should you fail to comply with these user terms and conditions.

5. Viruses, hacking and other offences

We do not guarantee that My USS will be secure or free from bugs, viruses or defects of any description.

You are responsible for configuring your information technology, computer programmes and platform to access My USS. You should use your own virus protection software.

You must not:

5.1.1 Misuse My USS by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

5.1.2 Gain unauthorised access to My USS, the server on which My USS is stored, or any server, computer or database connected to My USS; you should not try and access other parts of My USS or other users details;

5.1.3 Disassemble any part of My USS or its content or any software used in connection with My USS;

5.1.4 Attack My USS via a denial-of-service attack or a distributed denial-of service attack.

5.1.5 By breaching clause 5.1, you will commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity. In the event of such a breach, your right to use My USS and any other websites provided by us will cease immediately.

6. Intellectual property rights

6.1 My USS, including its design, operation and content is proprietary material of the USS or its licensors. All rights are expressly reserved. You may only use My USS for non-commercial use in accordance with these user terms and conditions.

6.2 You may print off the material and/or pages from My USS and may download extracts for your own personal use. Your use of any such printed/downloaded material should comply with these terms.

6.3 You must not modify any materials you have printed/downloaded from My USS in any way.

6.4 If you print off, copy or download any part of My USS in breach of these terms of use, your right to use My USS will immediately cease and you will be required to securely destroy or return to us any copies you have made.

7. Linking to My USS

7.1 You may not create or allow any links to My USS homepage to exist on any websites. You may create a link to My USS as a "favourite" on your personal computer for as long as you have access to My USS.

7.2 You must not frame My USS on any other site, nor may you create a link to any part of My USS other than as permitted in clause 7.1.

8. Third party websites

We do not assume any liability for the content of any website linked to this website nor does it have any control over the contents of such websites. These links are provided for your information only and such links should not be considered as endorsement by USS of those websites. We will not be liable for any loss or damage that may arise from your use of such websites and/or the availability of those websites.

9. Termination

9.1 We reserve the right to suspend or withdraw your access to My USS at any time without notice.

9.2 You agree to cease use of My USS immediately if you cease to be a member.

10. Limitation of liability

10.1 Nothing in these terms excludes or limits USS's liability for death or personal injury arising from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.2 To the extent permitted by law, we do not provide, whether express or implied, any representations, warranties and/or guarantees that the website and/or its content is up-to-date, complete, accurate and/or free from errors or omissions. We will not accept any liability for any loss or damage caused by any use of, or reliance on, any information on My USS.

10.3 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 connection with use of or inability to use My USS or your reliance on any content or materials displayed on My USS.

10.4 You agree to cover any losses, liabilities, costs, damages, expenses and professional fees that the Trustee Company may reasonably incur and/or suffer as a result of your breach of these terms, including (but not limited to):

10.4.1 Any claim by a third party; and/or

10.4.2 Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with your breach of these terms.

11. Variations

We may revise these user terms and conditions at any time by amending the relevant page on My USS without notice to you. Every time you wish to use My USS, please check these user terms and conditions to ensure you understand the terms that apply at that time.

12. Severance

If any part of these user terms and conditions is found to be void or unenforceable, it will be severed from the rest to the extent that it does not affect the validity of the remainder.

13. Third party rights

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 of your other rights.

14. Waiver

If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in other situations where you are in breach.

15. Governing law

These user terms and conditions 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. 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 user terms and conditions.

16. Contact us

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