

benefits.market is an online tool, available to each Employer and each Intermediary (together, 'Users') using pensionsync. These terms will apply to all use of benefits.market, in addition to the pensionsync User Service Terms (April 2018 edition) ('pensionsync Terms'), which can be accessed here. Capitalised words in these terms have the same meanings as those given to them in the pensionsync Terms.

An increasing number of specific third party financial services providers has agreed to disclose to benefits.market, in confidence, the algorithms they use to price their market offerings.

This enables pensionsync to offer Users the opportunity to use the benefits.market tool to identify products and services that may be of interest to them, and to display to Users price illustrations for products and services offered by those third parties.

The benefits.market tool is able to create such illustrations by analysing Employer's Payroll Data and User Data directly on pensionsync, and without the User's data at any time leaving the safe custody of pensionsync.

If you as a User choose (by clicking on the 'Apply' button) to pursue a price illustration by making an application to a third party provider, benefits.market staff will access the Employer's Payroll Data and User Data for the specific purpose of processing the application (including contacting the Employer by phone/email), and submitting the application to the third party provider. This may include disclosure of Employer's Payroll Data and User Data to the third party provider, and by clicking on the 'Apply' button, you authorise such disclosure.

benefits.market will not otherwise share or allow third party access to Employer's Payroll Data and User Data, or permit its own staff to access such data, without the User's prior express consent.

Users may at any time request deletion of Employer's Payroll Data and User Data from benefits.market, by contacting support@pensionsync.com

benefits.market acts as an information provider, but does not offer regulated financial advice, meaning that it will show a User products and services offered by third party providers. Users requiring financial advice should consult an Independent Financial Advisor ('IFA').

benefits.market acts independently, and although it shows products and services offered by a range of third party providers, it does not cover the whole of the market, meaning that other potentially relevant products and services may also be available, but not displayed on benefits.market.

benefits.market may receive commission payments from third parties with whom Users may contract. Users have the right, at any time, to request information on commission and any other payments we may have received as a result of placing your insurance business.

The Data Protection terms applicable to benefits.market, and which form part of these terms, can be viewed [here](#).

benefits.market reserves the right to change these terms at any time, and the changes will be effective when posted on the benefits.market website, by notification at login to the pensionsync Scheme Management Tool, or when we notify you by other means. Your continued use of benefits.market indicates your agreement to any such changes.

benefits.market and pensionsync are trademarks of, and are owned and operated by, systemsync solutions ltd, a company incorporated in England, company number 09326325, whose registered office is at Glantaf Office, Llanfallteg, Whitland, Carmarthenshire SA43 0UT and whose trading address is The Matrix Complex, 91 Peterborough Road London SW6 3BU. systemsync solutions ltd is authorised and regulated by the Financial Conduct Authority ('FCA'), and authorised inter alia to provide non-advised insurance broking services, under registered number is 781595.

These terms and any non-contractual disputes or claims between the parties are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

Data Protection terms applicable to benefits.market:

1. In these terms, 'Data Protection Legislation' means (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.
2. Both parties will comply with all applicable requirements of the Data Protection Legislation. These Data Protection terms are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
3. The parties acknowledge that for the purposes of the Data Protection Legislation, the User is the controller and systemsync is the processor (where **controller** and **processor** have the meanings as defined in the Data Protection Legislation).
4. Without prejudice to the generality of **clause 2**, the User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to systemsync for the duration required for the purposes of provision of benefits.market.
5. Without prejudice to the generality of **clause 2**, systemsync shall, in relation to any personal data processed in connection with the performance by systemsync of its obligations under these terms:
 - 5.1. process that personal data only on the written instructions of the User unless systemsync is required by the laws of any member of the European Union or by the laws of the European Union applicable to systemsync to process personal data (**Applicable Laws**). Where systemsync is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, systemsync shall promptly notify the User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit systemsync from so notifying the User;
 - 5.2. 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/or 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);
 - 5.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the Personal Data confidential; and
 - 5.4. 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:
 - 5.4.1. the User or systemsync has provided appropriate safeguards in relation to the transfer;
 - 5.4.2. the data subject has enforceable rights and effective legal remedies;
 - 5.4.3. systemsync complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 5.4.4. systemsync complies with reasonable instructions notified to it in advance by the User with respect to the processing of the personal data;
 - 5.5. 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;
 - 5.6. notify the User without undue delay on becoming aware of a personal data breach;
 - 5.7. 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
 - 5.8. maintain complete and accurate records and information to demonstrate its compliance with this **clause 5** and allow for audits by the User or the User's designated auditor.
6. The User consents to the use by systemsync for benefits.market 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 systems**sync** appointing any third party processor of personal data under these Terms.