

# Terms of Use

Please note that this Portal is based on the Law as defined below. The Law is subject to amendment from time to time.

## Disclaimer and terms of use

These terms of use (Terms) are to be read in conjunction with the [Praxis Group Limited Terms and Conditions of Business](#) (the Terms and Conditions of Business). By using the Services, you confirm that you have read, and that you accept, the following Terms, in addition to the Terms and Conditions of Business

### 1. Definitions and Construction

In these Terms:

- a) Entity means any natural person or company to whom/which Praxis PES Malta Limited provides pension or other administrative services.
- b) Law means the Legislation, the Rules and any other subordinate legislation or guidance made under the Legislation.
- c) Legislation means the Retirement Pensions Act, 2011, as amended from time to time.
- d) Praxis shall mean Praxis PES Malta Limited; and
- e) Group shall mean Praxis Group Limited.
- f) Services shall mean the use of the Portal and any related reporting by Praxis.
- g) User means a user of the Services which may include the Entity or personnel of the Entity's administrator or others to whom access to the Services has been delegated.
- h) Rules means the applicable Pension Rules issued under the Legislation; and
- i) where the context admits, the definitions and rules of construction contained in the Legislation shall apply.

### 2. Data Processing

- 2.1 Please refer to the provisions of Praxis' fair processing policy for further information on how Praxis collects personal data, how Praxis will use it and the choices the User has in relation to the personal data we hold and process and how the User may contact Praxis.

### 3. Disclaimer

- 3.1 The output of the Services is intended to provide general guidance for clients of Praxis, but it is not intended to, nor does it, constitute formal legal advice. It is acknowledged that Praxis is not a tax or legal adviser and as such does not provide such advice. If any User is in any doubt as to an Entity's legal or tax position following their use of the Services, they are strongly advised to consult the Entity's own professional advisors immediately.
- 3.2 The Legislation is inherently fact-specific and there can be no substitute for obtaining legal advice on a case-by-case basis. Any views expressed in the output of the Services depend on the User's responses being accurate in all respects, which Praxis is not able to verify. Praxis makes no attempt to verify any of the information a User provides or to check for inconsistencies with other data or information about the relevant Entity which Praxis or any member of the Group may hold in the provision of other services to the relevant Entity.
- 3.4 The User and the Entity may only disclose a copy of the output from the Services to third parties upon a non-reliance basis. Praxis does not accept any duty of care to any third party to whom a User has disclosed the classification advice.
- 3.5 Praxis may suspend the provision of the Services from time to time to facilitate routine maintenance of the relevant systems and/or to update or modify the operation of the Services to reflect changes in the Law.

#### 4. Intellectual Property Rights

4.1 The User agrees and undertakes that they will not:

1. reverse engineer or decompile the Service or any part thereof, or attempt to do so;
2. access, or attempt to access, any restricted areas of the computer system or other information thereon in relation to the Services; use any robot, spider, other automatic device, or manual process to “screen scrape”, monitor, “mine” or copy the pages provided through the Services or the content contained thereon in whole or in part;

4.2 use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or (in each case) procure, enable, permit or assist any other person to do any of these things; or

4.3 without the prior written consent of Praxis, use framing techniques to enclose the online Service or any Trademark, logo or trade name or other proprietary information including the images or information obtained found on the Services or the content of any text or the layout/design of any page or any form contained on a page as part of the Service.

#### 5. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Malta.

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