

# Terms and conditions

## Terms and conditions and Privacy notice

These Terms and Conditions govern your use of your Citizens Advice and Rights (CARF) Client Self Service Portal (CSSP) and your relationship with CARF (“we” or “us”). Please read them carefully as they may affect your rights and liabilities in law. If you do not agree to these Terms and Conditions, do not create an account with us.

### 1. Use of Our Client Self Service Portal

- 1.1. Your account is provided to you for your personal use subject to these Terms and Conditions. By using your CSSP account you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include the Privacy notice.

### 2. Amendments

- 2.1. We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of your account. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement within your CSSP account. Any changes will apply to your account after we have given you notice. If you do not wish to accept the new Terms and Conditions you should not continue to use your account. If you continue to use your account after the date on which the change comes into effect, your use of your account indicates your agreement to be bound by the new Terms and Conditions.

### 3. Registration

- 3.1. In order to access your account you will either need to register or complete your registration.
- 3.2. The registration protected areas of your account are solely for your personal use and are not to be used for commercial or any other purposes.
- 3.3. It is a condition of registration that you provide your first and last names, e-mail address and a password.

- 3.4. We reserve the right to terminate your registration if you have provided false or misleading registration information or are using your account other than for personal use.
- 3.5. You must ensure that the details provided by you on registration or at any later time are correct and complete.
- 3.6. You should inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

## **4. Password and Security**

- 4.1. When you register for a CARF CSSP account you will be asked to create a password. In order to prevent fraud, you must keep your username and password confidential and must not disclose them or share them with anyone. If you know or suspect that someone else knows your username and password you should notify us immediately. You are the only person who can use your username and password.
- 4.2. You agree to immediately notify us if you believe your password is no longer private or if you suspect any unauthorised use of your registration or password. If we have reason to believe that there is likely to be a breach of security or misuse of your account, we may require you to change your password or we may suspend your account.

## **5. Intellectual Property**

- 5.1. The content of your account is protected by copyright, trademarks, database rights and other intellectual property rights. You may retrieve and display the content of your account on a computer screen, store such content in electronic form on a storage device or print copies of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content in your account without written permission from us.

## **6. Your Use of Your Account**

- 6.1. You may not use your account for any of the following purposes:
  - 6.1.1. Interfering with any other person's use of their account.
- 6.2. You will be responsible for our losses and costs resulting from your breach of this clause.

## **7. Accuracy**

- 7.1. While we have taken all reasonable steps to ensure the accuracy and completeness of the content of your account, we exclude any warranties, undertakings or

representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws. We accept no liability however caused (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable and we shall not be liable for any direct or indirect: economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings) loss of goodwill or reputation or loss or damage which was not reasonably foreseeable, suffered or incurred arising out of or in connection with your use of this website and/or these Terms and Conditions.

## **8. Use of Website**

8.1. Access to and use of this website is at your own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

## **9. Links to Other Websites**

9.1. To provide increased value to users of this website, we may provide links to other websites or resources (that are not part of CARF) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and that we do not review or endorse and shall not be responsible or liable, directly or indirectly, for:

- 9.1.1. the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
- 9.1.2. the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

## **10. Disclaimer**

10.1. It is solely your responsibility to:

- 10.1.1. check the accuracy of the information that you enter in your account
- 10.1.2. evaluate the accuracy, completeness and usefulness of all opinions, advice and other information provided through your account.
- 10.2. The advice and recommendations provided within your account do not necessarily reflect the views of CARF or our partner agencies.
- 10.3. Your account may provide content from other internet sites or resources and while CARF endeavours to ensure that material included within your account is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If CARF is informed of any inaccuracies in the material within your account we will attempt to correct the inaccuracies as soon as we reasonably can.
- 10.4. To the extent that we are in breach of these Terms and Conditions, we will only be responsible for any losses that you suffer as a result, to the extent that they are a foreseeable consequence to both of us at the time you use your account. Our liability shall not, in any event, include losses such as lost data, lost profits or a decrease in the level of your personal or other finances.
- 10.5. This clause shall not limit or affect our liability if something we do negligently causes death or personal injury.

## **11. Availability of Your CSSP Account**

- 11.1. Although we aim to offer you the best service possible, we make no promise that your account services will meet your requirements or help you to reduce your debts. We cannot guarantee that the services will be fault-free. If a fault occurs with your account you should report it to us and we will attempt to correct the fault as soon as we reasonably can.
- 11.2. Your access to your account may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

## **12. CARF's Right to Suspend or Cancel Your Registration**

- 12.1. We may suspend or cancel your registration or ability to access your account immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
- 12.2. You can cancel your registration at any time by informing us in writing. If you do so, you must stop using your account.
- 12.3. The suspension or cancellation of your registration and your right to use your account shall not affect either party's statutory rights or liabilities.

## **13. Applicable Law**

- 13.1. This site is governed by the laws of the country of the UK within which you reside and any dispute or action arising out of this site shall be determined in accordance with such laws. This site is designed for use in the UK and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this site or such distribution or use would be contrary to local law or regulation. If you choose to access information on this site, it is your responsibility to comply with the applicable local, national or international laws and any use of this site outside the UK is entirely at your own risk.

## **14. International use**

- 14.1. We make no promise that materials in your account are appropriate or available for use in locations outside the United Kingdom, and accessing your account from territories where its contents are illegal or unlawful is prohibited. If you choose to access your account from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## **15. Miscellaneous**

- 15.1. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 15.2. CARF reserves its right to contact you in order to make you aware of changes to its service, the terms and conditions it operates under and to solicit opinion upon its services and how they are used by you. Should you wish not to be contacted under any circumstances then please let us know.
- 15.3. If you breach these Terms and Conditions and CARF chooses to ignore this, CARF will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 15.4. CARF shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- 15.5. Your CSSP account is owned and operated by Citizens Advice and Rights Fife, Craig Mitchell House, Flemington Road, Glenrothes, KY7 5QF.

Citizens Advice and Rights Fife is a company limited by guarantee registered in England and Wales (company number SC178060) and a registered charity (charity number SC027015). Citizens Advice and Rights Fife is authorised and regulated by the Financial Conduct Authority (Financial Services Register number 617441). You can check our authorisations

with the Financial Conduct Authority at [www.fca.org.uk/register](https://www.fca.org.uk/register) or by calling them on 0800 111 6768.