

DATA PROTECTION

This myePayWindow.com service is provided for under an Agreement between Star Computers Limited ("Star") and "our Customer" (who will either be your Employer or your Employer's Payroll Service Provider).

Under this Agreement Star may be processing information about Data Subjects on our Customer's behalf and thus act as a "Data Processor" for the purposes of prevailing Data Protection regulations; presently the Data Protection Act 1998 and as of 25 May 2018, its replacement, the EU_GDPR.

In these circumstances, Star will (i) only process personal data in accordance with our Customer's lawful and reasonable instructions, ensuring its own compliance with the prevailing Data Protection regulations; and (ii) comply with all Integrity and confidentiality obligations equivalent to those imposed on our Customer, as Data Controller under the prevailing Data Protection regulations.

If you wish to access this service then you should read and accept the Terms and Conditions set out below:-

Terms and Conditions for use of myePayWindow.com Website

In these Terms and Conditions we, our or us refers to Star Computers Limited as proprietors of the myePayWindow.com ("the Website")

1. Acceptance of Terms

1. By accessing myePayWindow.com you agree to be bound by these Terms and Conditions and accept our Privacy Policy hereto. If you do not accept these terms you should not use the services offered on the Website and should leave immediately.
2. You agree that you will not use the Website for any illegal purpose or in any way that may impair the performance, corrupt the content or otherwise reduce the functionality of the Website. You also agree not to attempt to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

2. Modifications

1. We reserve the right to change these Website terms without notice. The new terms will be posted on the Website and you may be asked to confirm your consent. For avoidance of doubt, your continued use of the Website will be considered as due acceptance of them. You are advised to check the Website terms regularly.
2. While the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time. Save during routine maintenance and upgrades we will, however, use best endeavours to ensure that the Website will be available at least 98% of the time within each calendar month between the hours of 8am to 8pm.

3. Copyright

1. All intellectual property rights of myePayWindow.com and intellectual property rights relating to the Website are and will remain owned by Star Computers Limited. This includes trademarks, trade names, patents, registered design and copyright including any intellectual property rights derived from the design or functioning of the Website.
2. In using the Website you agree to respect the intellectual property rights of Star Computers Limited. You

will not copy, download, transmit, reproduce, print or exploit for commercial purposes any material contained within the Website

4. Permitted Use

1. **Employers** visiting the Website will be entitled with proper log in credentials and password to obtain access to payslips, P60's or P11D's and various documents relating to employees employed by their organisation only.
2. **Employees** will be entitled with proper log in credentials and password to access their own payslips, P60's or P11D's and documents only
3. **Payroll service providers (bureaux)** visiting the Website will be entitled with proper log in credentials and password to obtain access to payslips, P60's or P11D's and documents relating to both the Employers and Employees for whom they provide a payroll service.

5. Disclaimer and Limitation of Liability

1. We make every effort to check and test material for viruses. However, it is recommended that you run an anti-virus program on all material downloaded from the internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst you are using material derived from the Website.
2. The information contained on the Website is provided on an as is basis with no liability attaching to Star Computers Limited for any discrepancy or inaccuracy in the information displayed. All information is provided solely by Payroll service providers (Bureaux) and/or Employers who upload such information to the Website.
3. Star Computers Limited will not be liable to you for any direct, indirect, special or consequential damages including loss of business, revenue, profits, data or anticipated savings in relation to your use of the Website, save as provided by Clause 5.4.
4. Nothing in these Terms and Conditions will limit any rights you may have as a consumer but which may not be excluded. Nor will they in any way exclude or limit our liability to you for death, fraudulent misrepresentation or personal injury resulting from our negligence.

6. Third Parties

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and take no responsibility for their content. The inclusion of hyperlinks to such websites does not imply any endorsement of views or information contained on such websites.

7. Invalidity

If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

8. Privacy

You acknowledge and agree to be bound by the terms of our Privacy Policy as set out below.

9. Governing Law

The contract in relation to your use of the Website shall be governed by and interpreted in accordance with English law and English Courts shall have jurisdiction to resolve any disputes.

Privacy Policy for use of myePayWindow.com Website

Star Computers Limited is committed to ensuring that your privacy is protected. This Privacy Policy explains how we use the information we collect about you and procedures we have in place to safeguard your privacy.

In this Privacy Policy references to we, our or us are to Star Computers Limited. References to the Website are to myePayWindow.com

1. What Information we Collect

The information we collect via the Website includes:

1. Pay, Tax code and National Insurance details relating to your employment with your Employer.
2. Documents relating to pensions auto enrolment.
3. Your name, address and email address.
4. Your IP address, your log on credentials and any changes you make to your password.
5. The Website uses cookies to enable secure access. A cookie is a small piece of data that the Website transfers to the user's hard drive. It contains simple information about the user's identity but no personal information from which a living individual can be identified.

2. Why we need it

This information is needed to facilitate your access to the detailed payslips and related statements which your Employer is obliged to provide you under UK employment law.

3. What we do with your Information

Any personal information we collect from the Website we use for some or all of the following purposes:

1. To process your registration and to provide continued service.
2. We may use aggregated information for the purposes of monitoring use of the Website. Such aggregated information may be provided to third parties. These statistics will not include information which can be used to identify any individual, client company or client entity or the nature of its employment or business.
3. For the avoidance of doubt, we shall not use any personal data held on the Website for any marketing purposes.

4. How long we keep it

1. Your pay data will be available for at least 12 months after the date of upload. Thereafter, Star will give at least 6 months prior notice of any upcoming deletions that may be necessary.
2. Any documents uploaded (including Auto enrolment letters) will be available for at least 3 months and the Website will warn you in advance of any deletions so that you can download information in advance.
3. If you leave your Employer:
 1. Your data and your access to it will be retained for 3 months.
During this time you can download or print copies as required.
 2. Thereafter, your account will be disabled.
 3. After 12 months your data will be anonymised.

5. How we protect your Information

1. We work hard to protect your information from unauthorised access and disclosure. We have put in place recommended up-to-date security measures including data encryption whilst your data is being transmitted

from your Payroll Service Provider or Employer to the Website and the data is further encrypted 'at rest' in our UK only data centres.

2. We review and audit our security measures externally and keep them updated regularly. We shall ensure that the Website is operating at all times with industry standard hardware and software in relation to all security issues.
3. Subject to the terms of this Privacy Policy, we keep your information confidential and will not pass it to any third party save in accordance with the terms of this Privacy Policy.
4. For details of our Information Security Policy in relation to storage, access and disclosure of your information please contact the Data Controller at Star Computers Limited on telephone 01923 246414 www.star-payroll.com

6. **Your Consent**

On registering your information on the Website, you consent to the use of that information as set out in this Privacy Policy and agree to be bound by the Terms and Conditions of use set out above. Thereafter any changes to the Privacy Policy and or Terms will be notified to you after your logging into the Website and we will ask you to confirm your consent to the changes. You are able to review the latest Privacy Policy and Terms at any time via the Website's 'My Settings' pages. Should you withdraw consent your account will be immediately disabled and your Employer will be notified.