

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE**

### **What's in these terms?**

These terms tell you the rules for using our public website [www.oxygen-finance.com](http://www.oxygen-finance.com) (**our website**).

### **Who we are and how to contact us**

[www.oxygen-finance.com](http://www.oxygen-finance.com) is a website operated by Oxygen Finance Limited ("We"). We are registered in England and Wales under company number 05288899 and have our registered office and our main trading address at Cathedral Place, 42-44 Waterloo Street, Birmingham City Centre, Birmingham, United Kingdom, B2 5QB.

We are a limited company.

To contact us, please email [info@oxygen-finance.com](mailto:info@oxygen-finance.com) or telephone us on +44(0)121 295 4038.

### **By using our website you accept these terms**

By using our website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our website.

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our website:

- Our Privacy Policy. See further under How we may use your personal data.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our website. When using our website, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our website.

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 18<sup>th</sup> August 2021.

### **We may make changes to our website**

We may update and change our website from time to time to reflect changes to our products, services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

### **We may suspend or withdraw our website**

Our website is made available free of charge.

We do not guarantee that our website, 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 website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@oxygen-finance.com](mailto:info@oxygen-finance.com).

### **How you may use material on our website**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on this website**

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

### **We do not link to other websites**

Our website does not contain links to other sites and resources provided by third parties.

### **User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the website.<sup>1</sup> This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.

### **How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users please contact us on [info@oxygen-finance.com](mailto:info@oxygen-finance.com).<sup>2</sup>

### **Our responsibility for loss or damage suffered by you**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or products to your organisation, which will be set out in the relevant agreement between us and your organisation.

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<sup>1</sup> Does this apply?

<sup>2</sup> Is this possible/relevant?

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our website; or
  - use of or reliance on any content displayed on our website.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### **How we may use your personal information**

We will only use your personal information as set out in our privacy policy.

#### **Uploading content to our website<sup>3</sup>**

Whenever you make use of a feature that allows you to upload content to our website, or to make contact with us or other users of our website, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of our website] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload*.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

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<sup>3</sup> Does this apply?

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

### **Rights you are giving us to use material you upload**

When you upload or post content to our website, you grant us the following rights to use that content:

- you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform your user-generated content in connection with the services provided by our website and other services/products we provide to your organisation.
- You grant other users of the website a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use your user-generated content for the purposes of using the website and/or in accordance with the functionality of the website. This licence will end if you delete the content from the site.

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our website will be secure or free from bugs or viruses.

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

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

### **Rules about linking to our website**

You may link to our website without our prior written consent. If we give consent, we may impose such conditions as we may, in our absolute discretion, determine.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our website other than that set out above, please contact [info@oxygen-finance.com](mailto:info@oxygen-finance.com).

**Which country's laws apply to any disputes?**

As a business user, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.