



## Terms and Conditions

### 1. Definitions

"You" means you, the user of the OU Site and "your" shall be interpreted accordingly. "We/us" means Owners Unity Limited and "our" shall be interpreted accordingly.

### 2. Prohibited Use

**2.1** You may use the OU Site only for lawful purposes. You may not use the OU Site:

- 2.1.1** in any way that breaches any applicable law or regulation;
- 2.1.2** in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 2.1.3** to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 2.1.4** to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.1.5** to access without authority, interfere with, damage or disrupt any part of the OU Site, any equipment or network on which the site is stored or any equipment, network or software owned or used by any third party;
- 2.1.6** to reproduce, duplicate, or copy any part of the OU Site without written permission; or
- 2.1.7** in any way which causes, or may cause, damage to the OU Site or interferes with any other person's use or enjoyment of the OU Site.

**2.2** You are prohibited from using manual or automated systems or software to extract data from the OU Site for commercial purposes (except that we grant the operators of public search engines revocable permission to use such techniques to copy materials from the OU Site for the sole purpose of creating publicly available searchable indices of the materials).

### 3. Intellectual Property

**3.1** All Content included on the OU Site is the property of us, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of the OU Site. By continuing to use the OU Site you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting any license or right to use any trademark, logo or service mark displayed on the site without our prior written permission.

**3.2** You must not reproduce, modify, copy, distribute or use for commercial purposes any Content without our written permission.

#### **4. Privacy Policies and Cookies Policy**

Use of the OU Site is also governed by our [Privacy Policy](#) and [Cookies](#) Policy, which are incorporated into these Terms by reference.

#### **5. Availability**

**5.1** Any online facilities, tools, services or information that we make available through the OU Site is provided “as-is” and on an “as-available” basis. We give no warranty that the OU Site will be free of defects and/or faults. To the maximum extent permitted by the law, we provided no warranties (express or implied).

**5.2** While we use our reasonable endeavours to ensure that the OU Site is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard.

**5.3** We accept no liability for any disruption or non-availability of the OU Site.

**5.4** We reserve the right to alter, suspend or discontinue any part (or the whole of) the OU Site. These Terms shall continue to apply to any modified version of the OU Site unless it is expressly stated otherwise.

#### **6. Limitation of Liability**

**6.1** Nothing in these Terms excludes or limits any liability that cannot be excluded or limited by English law.

**6.2** We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

**6.3** To the maximum extent permitted by law, we accept no liability for any of the following:

**6.3.1** any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

**6.3.2** loss or corruption of any data, database or software;

**6.3.3** any special, indirect or consequential loss or damage.

**6.4** We assume no responsibility for the content of websites linked on the OU Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **7. Governing Law and Jurisdiction**

These Terms, their subject matter and formation are governed by English law. You agree to the exclusive jurisdiction of the courts of England and Wales.