

# Terms & Conditions

## Introduction

These terms and conditions govern your use of this website; by using our site, 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 site. We recommend that you print a copy of these terms and conditions.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [Privacy Notice](#).

## There are other Terms that may apply to you

These terms, together with [Privacy Notice](#), constitute the entire agreement between you and Falcon Group Administrative Services (UK) Limited in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## Who we are and how to contact us

www.asset-as-a-service.com is a site operated by Falcon Group Administrative Services (UK) Limited. We are registered in England and Wales under company number 6673466 and have our registered office at 60-62 Lombard Street, London, EC3V 9EA. Our VAT number is 974863269.

To contact us, please email [enquires@falcongrp.com](mailto:enquires@falcongrp.com) or telephone our customer service line on +44 (0) 207 337 6200

## We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version. These terms were updated on 8<sup>th</sup> August 2018.

## We may suspend or withdraw our site

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

## 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.

### **License to use website**

Unless otherwise stated, Falcon Group and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Falcon's express written consent.

You must not use this website for any purposes related to marketing without Falcon's express written consent.

### **Restricted access**

Access to certain areas of this website is restricted. Falcon reserves the right to restrict access to areas of this website, or indeed this entire website, at Falcon's discretion.

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

We will only use your personal information as set out in our [Privacy Notice](#)

### **No warranties**

This website is provided “as is” without any representations or warranties, express or implied. Falcon Group makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Falcon Group does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or any other matter you should consult an appropriate professional.

### **Limitations of liability**

Falcon will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Falcon Group has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Falcon’s liability in respect of any:

- death or personal injury caused by Falcon’s negligence;
- fraud or fraudulent misrepresentation on the part of Falcon; or
- matter which it would be illegal or unlawful for Falcon to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, Falcon Group has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim

personally against Falcon's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Falcon's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Falcon.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Falcon and undertake to keep Falcon indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Falcon to a third party in settlement of a claim or dispute on the advice of Falcon's legal advisers) incurred or suffered by Falcon arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to Falcon's other rights under these terms and conditions, if you breach these terms and conditions in any way, Falcon may take such action as Falcon deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

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

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

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

You must not misuse our site 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 site, the server on which our site is stored, or any server, computer or database connected to our site.

### **Rules about linking to our site**

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

### **Assignment**

Falcon may transfer, sub-contract or otherwise deal with Falcon's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the law of England and Wales, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.