

Website terms of use

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We reserve the right to change or update these Terms of Use from time to time. These Terms of Use were last updated on 04/10/2012 and We advise that You check them regularly to make sure that You are appraised of any such changes.

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- 1.1 We are Affinon International Limited, a company registered in England and Wales and our address is Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, UK.
- 1.2 Affinon International Limited is authorised and regulated by the Financial Services Authority in respect of insurance intermediary activities only. Affinon International Limited’s FSA registered number is 311584. You can see the register at www.fsa.gov.uk/pages/register.
- 1.3 If You have any questions or comments about the Site or Us, You may contact Us at enquiries@creditmanager.barclays.co.uk
- 1.4 Our VAT number is 787 4446 77

2. THE SITE INFORMATION

- 2.1 The information contained on the Site is provided for general information only. It is not intended to be a comprehensive account of Our activities and has not been prepared for any other purpose. Any financial related or other service or product referred to in the Site may not be available to all customers or in all cases or may be available only where specifically requested and agreed upon and may be associated with certain specific fees and conditions attached.
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- 3.3 Any use other than that permitted under this Clause 3 may only be undertaken with Our prior express authorisation.

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5. YOUR USE OF THE SITES

- 5.1 You agree that, in accessing or using the Site, You will not:
 - 5.1.1 use the Site in any way that may lead to the encouragement, procurement or carrying out of any criminal or otherwise unlawful activity;
 - 5.1.2 use the Site for any purpose other than Your personal use; nor
 - 5.1.3 do anything that may cause damage to the Site or servers, systems or equipment or those of third persons including, without limitation, hacking, distribution of viruses, logic bombs or other harmful computer devices.
- 5.2 We reserve the right to suspend, restrict or terminate Your access to the Site at any time at Our discretion.

6. ACCURACY OF INFORMATION

- 6.1 Although we have taken all reasonable care that the information contained within the Site is accurate at the time of publication, no representation or promise (including liability towards third parties), expressed or implied, is made as to its accuracy or completeness or fitness for any purpose by Us, or Our group companies or contractual partners.
- 6.2 Subject always to Clause 8, We specifically disclaim any liability for errors, inaccuracies or omissions on the Site and for any loss or damage resulting from its use unless attributable to Our negligence.

7. YOUR LEGAL OBLIGATIONS AND YOUR PROMISES

You undertake to comply with the restrictions on Your use of the Site as set out in these Terms of Use and to compensate and hold Us harmless from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Site including any breach or suspected breach of these Terms of Use or Your violation of any law or the rights of a third party.

8. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

- 8.1 Nothing in these Terms of Use shall exclude or limit Our liability for: fraudulent misrepresentation; or death or personal injury resulting from Our negligence or the negligence of Our employees or agents; or any other loss or damage caused by Our negligence.
- 8.2 We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Site and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features. It is Your responsibility to ensure that You have necessary computer security protections in place when using the internet.
- 8.3 We do not promise that the Sites will be available uninterrupted and in a fully operating condition. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.
- 8.4 Subject always to Clause 8.1, Our total liability to You arising out of or in connection with the Site and/or these Terms of Use shall be limited to five hundred pounds (£500).

9. PRIVACY

- 9.1 You must read Our Privacy and Cookies Policy which contains important information about Our use of Your personal data and other information regarding Your privacy. By accessing the Site, You will be deemed to consent to the terms of the Privacy and Cookies Policy so we recommend that You read this carefully.
- 9.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching these Terms of Use or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders.

10. SEVERANCE

If any provision of these Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use which shall remain in full force and effect.

11. LAW AND JURISDICTION

These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland where You are domiciled there and choose that they shall apply). Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England unless You choose the jurisdiction of Your domicile in Scotland or Northern Ireland.

12. FORCE MAJEURE

We shall not be liable for any failure, any suspension or any termination of access to the Sites or any content in connection with or arising out of any event beyond Our reasonable control.