



TERMS OF WEBSITE USE

This page (together with the documents referred to on it including our **privacy policy**, **cookie policy** and **acceptable use policy**) tells you the terms of use on which you may make use of this website and any others that we operate (**our sites**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our sites.

INFORMATION ABOUT US

Our sites are operated by The Fuelcard Company UK Ltd ("We"). We are a limited company registered in England and Wales under company number 5939102 and have our registered office at Unit 3 St James Business Park, Gimbald Crag Court, Knaresborough, North Yorkshire, HG5 8QB. This is also our main trading office.

Accessing our site

Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice (see below). We will not be liable if for any reason our sites are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our sites, or our entire sites, to users who have registered with us.

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, and 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 opinion you have failed to comply with any of the provisions of these terms of use.

When using our sites, you must comply with any conditions or policies regarding acceptable use that we notify you of including our **acceptable use policy**.

You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms, and that they comply with them.

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

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

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

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Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

OUR SITES CHANGE REGULARLY

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close them indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our sites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, any websites linked to them and any materials posted on them, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITES

We process information about you in accordance with our privacy policy as set out on our sites. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

TRANSACTIONS CONCLUDED THROUGH OUR SITES

Contracts for the supply of goods or services formed through our sites or as a result of visits made by you are governed by our terms and conditions. These terms and conditions are detailed when you apply for our goods and services.

UPLOADING MATERIAL TO OUR SITES

Whenever you make use of a feature that allows you to upload material to our sites, or to make contact with other users of our sites, 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 indemnify us for any breach of that warranty.

Any material you upload to our sites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our sites.

We have the right to remove any material or posting you make on our sites.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITES

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our **acceptable use policy**.

If you wish to make any use of material on our sites other than that set out above, please address your request to marketing@fuelcards.co.uk or to Marketing Department, Unit 3 St James Business Park, Grimbald Crag Court, Knaresborough, North Yorkshire, HG5 8QB.

LINKS FROM OUR SITES

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we

made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

YOUR CONCERNS

If you have any concerns about material which appears on our sites or if you wish to make a complaint, please contact Legal Department, PO Box 1463, Windmill Hill, Swindon, SN5 6PS.

Thank you for visiting our sites.