



## ARVAL UK LIMITED TRADING AS MG FLEET SOLUTIONS

### **WEBSITE TERMS OF USE**

---

These Terms, as set out below, govern your use and access of this Arval UK Trading As MG Fleet Solutions website (the “Site”).

**Please read these terms and conditions carefully (including the disclaimer) before you start to use the Site. By accessing and/or using the Site, you indicate that you accept these Terms and that you agree to be contractually bound to abide by them. If you do not agree to these Terms, please refrain from using the Site.**

Arval UK Trading As MG Fleet Solutions reserves the right to change these Terms at any time. We will do this by updating the wording on this webpage and updating the publication date at the top of this page. You will not necessarily be directly notified of such a change. Therefore, please ensure that you regularly check these Terms so you are fully aware of any changes or updates.

#### **Information about us**

The Site is a website operated by Arval UK Limited Trading As MG Fleet Solutions. The term “Arval UK Limited Trading As MG Fleet Solutions”, “Arval UK”, “our”, “we” or “us” means Arval UK Limited Trading As MG Fleet Solutions whose registered office is at Arval Centre, Windmill Hill, and/or any of its affiliates (including its direct and indirect subsidiaries) where relevant.

#### **Use**

This website is comprised of various pages. Some sections or pages may be subject to separate terms, which are supplemental to these Terms. You should ensure you read any additional terms carefully. By accessing and using any page, you agree to be bound by the applicable supplemental terms. In the event of a conflict, the supplemental terms shall take precedence over these Terms.

Access to certain parts of the Site, or the products and services described on the Site may be subject to prohibitions or restrictions which apply in respect of certain people in certain countries/ states. You should not use or access any part of the Site, to which prohibitions or restrictions apply, if you are not authorised to do so. By accessing and/or using the Site, you represent and warrant that such access and/ or use will not cause you, and/ or will not cause Arval UK, to breach any applicable law or regulation.

Arval UK Trading As MG Fleet Solutions reserves the right, in its sole discretion and without notice, to suspend and/ or block access to the Site for any reason and/ or to change any part of the Site including, but not limited to, the information contained upon the Site, the functionality of the Site and the layout and look of the Site. Arval UK Trading As MG Fleet Solutions may discontinue or change any product or service described or offered on the Site, at any time, without notice.

This site aims at providing you with information concerning the products and services offered by Arval UK. The Site is for consultation only and does not allow transactions of any kind to be completed. The information provided on the Site is not to be construed as:



an offer of products or services; a proposal or inducement to make investments or to undertake arbitration in securities; an inducement to purchase or sell securities or any other product; a recommendation; all or part of a contract.

You acknowledge that you have the skills, training and equipment necessary to access and use the Site and the functionality contained within it.

### **Viruses, hacking and other offences**

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

You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

It should be noted that it is a criminal offence to access or remain fraudulently in a computer system, to hinder or distort the functioning of such system, or to introduce data to or modify fraudulently the data in a computer system. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site 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 site or to your downloading of any material posted on it.

### **Intellectual Property**

Arval UK Trading As MG Fleet Solutions and/ or its licensors own all of the items that make up the Site, particularly the information, data, designs, graphics, photographs, audio recordings and video recordings. The information held on this Site is for your own personal and/ or internal business use only. The information and other material on the Site may not be reproduced, represented, distributed or transmitted to any other person by any means whatsoever, whether in whole or in part, without the prior express authorisation of Arval UK. Any such action would constitute an infringement of rights and Arval UK Trading As MG Fleet Solutions may take appropriate legal action to enforce its rights.

The content on the Site may not be taken out of context or presented in an inaccurate, misleading, unfair or discriminatory way.

All trademarks (whether registered or unregistered) used on the Site are the property of Arval UK Trading As MG Fleet Solutions or its licensors. The trademarks may not be reproduced or used in any way, whether in whole or in part, without the prior authorisation of Arval UK.

You agree not to remove any copyright notice or other notice signifying Arval UK's or any other third party's intellectual property rights.

Except as expressly provided herein, nothing in these Terms or contained on the Site shall be deemed or construed to grant any licence or right, expressly, by implication or otherwise of any Arval UK Trading As MG Fleet Solutions intellectual property rights.



## **Liability**

Nothing in these Terms shall exclude or limit any person's liability for (a) death or personal injury caused by its negligence, or (b) fraud. Nothing in these Terms shall exclude or limit any obligation which Arval UK Trading As MG Fleet Solutions has under the Financial Services and Markets Act 2000 or the Financial Conduct Authority Handbook in whole or in part.

Subject to the paragraph directly above neither Arval UK Trading As MG Fleet Solutions nor any of its group members, agents, licensors or delegates or its or their directors, officers or employees will be liable for any Losses, including, but not limited to Losses incurred or suffered by you directly or indirectly in connection with:

- your access to, use of or inability to access or use, the Site (whether in whole or in part and whether or not within the control of Arval UK);
- the suitability or otherwise of the Site or the information upon the Site for any particular purpose;
- any delay, error or omission regarding the contents of the Site;
- any information provided being corrupted, wrong or inaccurate; or
- the acts or omissions of you or any third parties, including, but not limited to, the act or omissions of third parties in making the Site and providing information to be used on the Site.

For the purposes of these Terms, Loss shall mean "loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise)".

The information provided on the Site is provided "as is" and Arval UK Trading As MG Fleet Solutions shall have no obligation to amend or update any information provided. We do not represent that such information is accurate or complete and you should not rely on it as such. Arval UK Trading As MG Fleet Solutions does not give any express or implied warranty on the suitability of the Site for any particular purpose. Arval UK Trading As MG Fleet Solutions does not make or provide any representation or warranty or condition of any kind, implied, express or statutory regarding the Site, including, but not limited to information upon the Site.

Subject to this section (Liability) the total aggregate liability of Arval UK Trading As MG Fleet Solutions for all losses arising out of or in connection with these Terms and the Site shall not exceed £ 1,000. In addition, in the event of any inconsistency between this section (Liability) and any other provision in these Terms, this section will prevail.

You agree that the exclusions and limitations set out in these Terms are reasonable in light of the nature of the Site and the technology used to underpin the Site (including that the internet is not a completely reliable transmission medium).

## **Confidentiality**

The internet and emails may not be a suitable way to send confidential information as such communications may not be secure. Arval UK Trading As MG Fleet Solutions therefore recommends that you do not use this means of transferring confidential information, unless additional security methods, such as encryption technology, are adopted. Arval UK Trading



As MG Fleet Solutions does not accept any responsibility for any confidential information sent to us via the internet or email.

### **External websites**

The Site may contain links to third party websites not controlled by Arval UK. These websites, and the products and services contained on such websites, are not endorsed by Arval UK Trading As MG Fleet Solutions and Arval UK Trading As MG Fleet Solutions has not verified the truth, accuracy, authenticity or reliability of the content of any such sites. You use such websites entirely at your own risk and Arval UK Trading As MG Fleet Solutions shall have no liability in respect of the content, use or availability of external sites that you are able to access through the Site.

This Site may contain some material provided by third parties. Arval UK Trading As MG Fleet Solutions accepts no responsibility or liability for the accuracy, authenticity or reliability of such material.

No third party is permitted to link any website to this Site without Arval UK's prior written consent.

### **Privacy and Cookies**

Arval UK Trading As MG Fleet Solutions may process your personal data as part of and/or in connection with your use and access of this Site. This may include using cookies or similar technology to collect information about your use of the Site.

For more information on how Arval UK Trading As MG Fleet Solutions collects and uses your personal data, please see our Privacy Notice. For more information on how Arval UK Trading As MG Fleet Solutions uses cookies, please see our Cookies Policy.

By accessing and/ or using the Site you acknowledge that you have been informed that cookies are used on this website and consent to Arval UK Trading As MG Fleet Solutions processing your personal data and using cookies, as set out in our Cookies Policy. You agree that if you choose not to permit Arval UK Trading As MG Fleet Solutions to use and store cookies on your computer or device, you will need to alter your internet browser settings so that cookies are not permitted. You accept that rejecting Arval UK Trading As MG Fleet Solutions cookies in this way may mean that parts of the Site may not function properly or be accessible.

### **Choice of law**

These terms shall be governed by English law and you agree that the English courts shall have exclusive jurisdiction to determine any matter or dispute arising out of or in connection with this Site or these Terms. If for any reason, a competent court finds any part of these Terms invalid, unlawful or unenforceable to any extent, Arval UK Trading As MG Fleet Solutions shall delete the relevant part from the Terms and the remainder of the Terms shall continue to be valid and enforceable to the fullest extent permitted by English law.

These Terms together with any supplemental Arval UK Trading As MG Fleet Solutions website terms shall contain the entire agreement and understanding of the parties, and supersede all prior agreements, understandings or arrangements in relation to this Site.

You will be able to download, print and store a copy of these Terms for your personal use only. These Terms may not be used or copied for any business or other purpose.



Copyright Arval UK Limited Trading As MG Fleet Solutions 2024. All rights reserved.

Arval UK Limited Trading As MG Fleet Solutions is registered in England under company number 1073098. VAT registration number is GB202144176. Registered office is Whitehill House, Windmill Hill, Swindon, SN5 6PE.