

## Propeller Pay - Website Terms of Use:

Welcome to our website.

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Propeller Pay Ltd.'s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Propeller Pay Ltd' or 'us' or 'we' refers to the owner of the website whose resided office is 11845554. Our company registration number is First Floor, Braebourne House Woodlands, Bradley Stoke, Bristol, England, BS32 4JT and place of registration is England and Wales. The term 'you' refers to the user or viewer of our website.

1. We may make changes to these terms:
  - 1.1. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
2. How you may use material on our site:
  - 2.1. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with copyright laws and treaties around the world.
  - 2.2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
  - 2.3. You must not modify the paper or digital copies of any material you have printed off or downloaded in any way, and you must not use and illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  - 2.4. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
  - 2.5. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
  - 2.6. If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
3. Live chatting software:
  - 3.1. We use live chat software on our website, this is provided by [COMPANY], a 3rd party UK based software company. Information regarding how the data is processed and stored can be [viewed here](#).

Commented [HC1]: I'm not sure who we would need to ask for this info.

4. You must keep your account details safe:
  - 4.1. 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.
  - 4.2. 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.
  - 4.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@propellerpay.co.uk](mailto:info@propellerpay.co.uk).
5. No text or data mining, or web scraping:
  - 5.1. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):
  - 5.2. Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
  - 5.3. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
  - 5.4. The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
  - 5.5. This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.
6. Do not rely on information on this site
  - 6.1. The content on our site is for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
  - 6.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
7. We are not responsible for websites we link to:
  - 7.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
  - 7.2. We have no control over the contents of those sites or resources.

8. Our responsibility for loss or damage suffered by you:
  - 8.1. Whether you are a consumer or a business user:
    - 8.1.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
  - 8.2. If you are a business user:
    - 8.2.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
    - 8.2.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    - 8.2.3. Use of, or inability to use, our site; or
    - 8.2.4. Use of or reliance on any content displayed on our site.
    - 8.2.5. In particular, we will not be liable for:
    - 8.2.6. Loss of profits, sales, business, or revenue;
    - 8.2.7. Business interruption;
    - 8.2.8. Loss of anticipated savings;
    - 8.2.9. Loss of business opportunity, goodwill or reputation; or
    - 8.2.10. Any indirect or consequential loss or damage.
9. We are not responsible for viruses, and you must not introduce them:
  - 9.1. We do not guarantee that our site will be secure or free from bugs or viruses.
  - 9.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
  - 9.3. 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. You must not attack our site 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 site will cease immediately.

10. We may suspend or withdraw our site:

- 10.1. Our site is made available free of charge.
- 10.2. 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.
- 10.3. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

11. Rules about linking to our site:

- 11.1. 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.
- 11.2. 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.
- 11.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 11.4. We reserve the right to withdraw linking permission without notice.

12. Which country's laws apply to any disputes?

- 12.1. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 12.2. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

13. Your concerns:

- 13.1. If you have any concerns about material which appears on our site, please contact [info@propellerpay.co.uk](mailto:info@propellerpay.co.uk)

Thank you for visiting our site.