

TERMS OF USE (WEBSITE)

1. OUR TERMS

- 1.1 These Terms (**Terms**) explain how you may use this website (www.ocasahomes.co.uk) and all associated web pages (**Site**).
- 1.2 You should read these Terms carefully before using the Site.
- 1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.5 In these Terms:

Content means any text, images, video, audio or other multimedia content, software or other information or material displayed on the Site;

we means Ocasa Management Limited, a limited company incorporated in England and Wales under company number 12073609, whose main trading address is 36 Dover St, Mayfair, London W1S 4NH and **us** or **our** shall be construed accordingly); and

you means the person accessing or using the Site or its Content (and **your** shall be construed accordingly).

2 USING THE SITE

- 2.1 The Site is for your personal use only.
- 2.2 The Site is intended for use only by those who can access it from within the United Kingdom. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.3 Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the Site and any service we provide on our Site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.4 From time to time, we may amend or restrict access to some parts of our Site, or our entire Site, to users who have registered with us.
- 2.5 If you choose, or you are provided with, a user identification code, login details, 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 or permit any third party to use it. 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.
- 2.6 You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

3 YOUR PRIVACY & PERSONAL DATA

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy notice, which explains what personal data we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal data and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal data.
- 3.2 Our privacy notice is available at <https://ocasahomes.com/privacy-policy> and our cookie policy is available at <https://ocasahomes.com/cookie-policy>

4 INTELLECTUAL PROPERTY

- 4.1 The Site and all Intellectual Property Rights connected to it (including but not limited to the Content) are owned by (or licensed to) us, and all rights are reserved. **Intellectual Property Rights** means copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site.

5 SUBMITTING INFORMATION TO THE SITE

While we try to make sure that the Site is secure, we cannot guarantee the security or confidentiality of any information submitted via the Site.

6 ACCURACY & AVAILABILITY

- 6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 6.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 6.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial, investment, property, commercial or legal advice or any other type of advice and should not be relied on for any purposes. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents (including, without limit, the Content).
- 6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

7 VIRUSES, HACKING AND OTHER OFFENCES

- 7.1 You must only use our Site in a way which is lawful or fraudulent and 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.

7.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 (as may be amended and/or replaced from time to time). 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.

7.3 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, or on any website linked to it.

8 HYPERLINKS & THIRD-PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third party site.

9 LIMITATION ON OUR LIABILITY

9.1 Except for any liability that cannot be excluded in law (such as for death or personal injury arising from negligence) or arising under applicable laws relating to the protection of your personal information, we exclude all liability to you.

9.2 Without limiting the generality of clause 8.1, To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

9.2.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

9.2.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: (as) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; (f) loss of goodwill; (g) wasted management or office time; and (h) 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.

10 EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to: strikes, lock-outs or other industrial disputes; breakdown or unavailability of systems, utilities or network access; or flood, fire, explosion or accident.

11 RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

12 VARIATION

These Terms are dated 30th July 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 11. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13 LAW & JURISDICTION

These Terms shall be governed by and interpreted in accordance with the laws of Northern Ireland and you irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms.