

# Terms Conditions and Acceptable Use Policy

These terms apply to the use and access of the oohMoolah website operated by Perfect Data Solutions Limited t/a LendingMetrics ("PDS"). PDS is referred to as "we" and "us".

Reference in these terms to "you", "your" and "yours" are references to the person(s) accessing the Site. The term "parties" will be used to refer to both you and us together.

If you have any queries or complaints about the Site and/or these terms, you can contact us by any of the following methods:

- Post: Perfect Data Solutions Limited, 1650 Parkway, Whiteley, Fareham, Hampshire PO15 7AH (Registered Office)
- e-mail: [info@lendingmetrics.com](mailto:info@lendingmetrics.com)
- Telephone: 02394 211010

By using and/or accessing the Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Site.

Our Privacy and Cookie Policy also apply to your use of this Site.

We reserve the right to change these terms from time to time.

## Definitions

In these terms, the following expressions have the following meanings:

- **Account Provider:** your bank or building society;
- **Confidential information:** any information which is not publicly available including, but not limited to, any information provided by one party to the other in written, oral, visual, graphic, recorded or other form concerning the business or products of the other party and which would otherwise be reasonably regarded as possessing a quality of confidence;
- **Content:** any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
- **Financial Institution:** your proposed mortgage company, bank, brokerage firm, credit union or other banking institution;
- **Intellectual Property:** copyright, technical knowledge, patents rights, designs and registered designs, video content, trademarks, the Site, software (including source codes), rights to use trade/brand/domain names, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered), which subsist or will subsist now or in the future throughout the world;
- **PDS:** Perfect Data Solutions Limited t/a LendingMetrics (company registration number 7407815). PDS is regulated by the Financial Conduct Authority as an Account Information Service Provider (registration number 802559);
- **Service:** has the meaning given in Clause 3;
- **Site:** oohMoolah website hosted at [www. https://oohmoolah.com/](https://oohmoolah.com/)

- **Transaction Information:** any financial information obtained from your Financial Institution or Account Provider.

## Use of the Site

The Site is made available free of charge.

PDS is the owner of all intellectual property rights in the Site and in the material published on it. If you wish to link to or make any use of Content on the Site, please contact PDS (details above).

You must not use any part of the Content on the Site for commercial purposes without obtaining a licence to do so from PDS.

The Site is directed to people residing in the United Kingdom. We do not represent that Content available on or through the Site is appropriate for use or available in other locations. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

We do not guarantee that the Site, or the Content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

Where the 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. We have no control over the contents of those sites or resources.

## Services

By registering your details with us and by using the Site, you understand and consent to the following:

- For us to act as your authorised agent in order to contact your Account Provider and retrieve, collate and profile Transaction Information and provide this information to your Financial Institution in the form of a search result;
- For us to re-access your Transaction Information for up to 90 days from the date of your original search result in order to refresh the search results, obtain a snapshot of your Transaction Information or gather additional Transaction Information; and
- That when we access and retrieve your Transaction Information from your Account Provider, this is undertaken as your agent, and not the agent on behalf of any third party (including your Financial Institution). You should be aware that your Account Provider shall be entitled to rely on this authorisation and agency granted by you. We recommend that you refer to the terms and conditions of your Account Provider if you would like more information about how they authorise and process account access requests.

If you do not consent to our Service as set out in paragraph 4.1 above, you must immediately withdraw from using the Site and withdraw consent by notifying us in writing. In circumstances, where your Account Provider has already permitted access to your Transaction Information you accept that you shall need to contact your Account Provider directly to withdraw consent under their own terms and conditions.

Our Service is only available if your Account Provider is registered with the Open Banking Directory to provide us with your Transaction Information.

The Content is provided for your general information purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

### **How we may use your personal information**

We will only use your personal information as set out in our Privacy and Cookie Policy (available at [www.oohmoolah.com/privacy](http://www.oohmoolah.com/privacy)).

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 and Cookie Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

### **Account Details**

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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, please contact PDS (details above).

### **Ownership and Intellectual Property Rights**

The Site and all intellectual property rights in it including but not limited to the Content are owned by PDS.

Intellectual property rights means rights such as: copyright, trademarks, 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). We reserve all of our rights in any intellectual property in connection with these terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

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 (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

Other trademarks and trade names may also be used on the Site. The use of any trademarks on the Site is strictly prohibited unless you have our prior written permission.

### **Liability**

Whether you are a consumer or a business user 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.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
- 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:
  - Use of or inability to use the Site;
  - Use of or reliance on any content displayed on the Site.
- In particular, we will not be liable for:
  - Loss of profits, sales, business, or revenue;
  - Business interruption;
  - Loss of anticipated savings;
  - Loss of business opportunity, goodwill or reputation; or
  - Any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide the Site for domestic and private use. You agree not to use our site for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of opportunity;
- If defective Content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

We make no representations or warranties that the operation of the Site will be timely, secure, uninterrupted, or error-free and disclaim all liability in that respect to the maximum extent permitted by law.

PDS is not responsible for any problems or technical malfunctions of any telephone or fibre network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any email to be received by PDS on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your computer or peripherals related to downloading any materials from the Site.

PDS is not liable for any claim, damage, harm related to the misuse or theft of usernames and/or passwords, disclosure of usernames or passwords or your authorisation to allow another person or entity to access and use your username and password.

You agree to indemnify and hold us harmless from and against all claims and expenses in whole or in part arising out of or in any way caused by any breach of these terms by you or from your use or intended use of the Site.

### **Viruses**

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

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

You must not attack the 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 the Site will cease immediately.

### **Prohibited Uses**

You may use the Site only for lawful purposes. You may not use the Site:

- In any way that breaches any applicable local, national or international law or regulation;
- For any purpose that is unlawful under any applicable law or prohibited by these Terms;
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree, as a condition of your use of the Site:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms;
- To provide accurate and truthful information and not to misrepresent any fact or your identity;
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of the Site;
  - Any equipment or network on which the Site is stored;
  - Any software used in the provision of the Site; or
  - Any equipment or network or software owned or used by any third party.
- You further agree, as a condition of your use of the Site, to not:
  - Transfer your use of the Site to any third party;
  - Use the Site for purposes of promoting unsolicited advertising or sending spam;
  - Use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
  - Use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
  - Represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - Use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
  - Attempt to circumvent password or user authentication methods;

- Breach our intellectual property rights.

### **Breach of this policy**

When we consider that a breach of these Terms Conditions and Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

Neither party shall be in breach of these terms nor liable for any delay in performing, or failure to perform, any of its obligations under the terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

PDS cannot be held liable for any malfunction of network or servers outside its reasonable control which may prevent or compromise access to the Site.

### **Severance**

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

If any provision or part-provision of these terms is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **References to Third Parties**

Any references to third parties on the Site are for convenience and advice only and does not mean that we guarantee the information available.

### **Rules about linking to our Site**

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.

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 to our Site in any website that is not owned by you.

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.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in this policy.

If you wish to link to or make any use of content on our Site other than that set out above, please contact using the details above.

### **Governing Law and Jurisdiction**

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governing by and construed in accordance with the laws of England and Wales.

Each party irrevocable agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or its subject matter or formation.

## Complaints

We are committed to resolving complaints quickly and efficiently and will attempt to resolve your complaint in accordance with the Financial Ombudsman complaint-handling rules.

We are only able to deal with complaints relating to our Service and are unable to accept any complaint or claim in respect of any act or omission of the Financial Institution or Account Provider.

If you are unhappy with us, please contact us as soon as possible (contact details above).

In the unlikely event that we are unable to resolve your complaint, we will provide you with details of how to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service for consumers with unresolved complaints about financial firms and offers a flexible and informal dispute resolution service. You can contact them at:

- Post: The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London or E14 9SR
- Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)
- Telephone: 0845 080 1800
- For more information visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).