

# Market Mortgage Website Terms of Use v2.0

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## Introduction

The term 'Market Mortgage Ltd' or 'us' or 'we' refers to the owner of the Website whose registered office is 65 Gresham Street, London, EC2V 7NQ, England. Our company registration number is 10821229. The term 'you' or 'your' refers to the user or viewer of our Website.

These Terms of Use govern your use of <http://marketmortgage.co.uk> (the 'Website'). Please read these Terms of Use carefully before using the Website operated by Market Mortgage. By using our Website, 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 site.

## Accessing our Website

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

From time to time, we may restrict access to some parts of our Website, or our entire Website, 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.

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

## Content

The information published on the Website is provided for the convenience of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given as to the accuracy or completeness of information on these pages.

Please be aware that Market Mortgage may alter the information on the Website from time to time, including these Terms of Use and the privacy notice. It is your responsibility to check these Terms of Use from time to time and to remain in compliance with them.

## Limitation of Liability

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we 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 Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, 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
  - 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.

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 Website**

We process information about you in accordance with our Website Privacy Notice, which is available at <http://marketmortgage.co.uk>. By using our Website, you consent to such processing, and you warrant that all data provided by you is accurate.

### **Viruses**

You must not misuse our Website 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 Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website 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 Website will cease immediately. Market Mortgage uses reasonable endeavours to prevent contamination by known viruses and to maintain the security of the Website but Market Mortgage does not warrant the information on the Website in any way, and in particular no warranty is given that the Website or its contents or hypertext links to other sites are accurate, complete, virus free or uncontaminated, nor can we guarantee that the Website may not be affected by deliberate damage by hackers, failure of plant, machinery, equipment or computers, power failure, failure of telecommunications lines or any criminal action. You are advised to make your own virus checks and to implement your own precautions in this respect. Market Mortgage exclude all liability for contamination or damage caused by any virus or electronic transmission.

## Hyperlinks

The incorporation of any links to other websites is for your convenience and reference only and does not imply that Market Mortgage approves or endorses the contents of that website or the material available from it; Market Mortgage does not control and is not responsible for the content of any such websites in terms of their accuracy, suitability, legality or otherwise and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## Law and Jurisdiction

Your use of the Website is governed by the laws of England. You hereby consent to the non-exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of the Website.

## Intellectual Property Rights

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

Thank you for visiting our Website.