

## Terms and Conditions

### Welcome to Octopuslifestyles.com

We, Octopus Lifestyles Limited ("Octopus", "we" or "us"), would ask that you take the time to read these Terms and Conditions carefully. They explain a number of things including, for example, the rules covering your use of this Website as well as other information regarding your rights.

By using [www.octopuslifestyles.com](http://www.octopuslifestyles.com) (the "Website"), you'll be confirming that you have read and understood and agree to these Terms and Conditions. These Terms and Conditions may change from time to time and, if they do, the up-to-date version will be available on this Website. We will indicate at the top of these Terms and Conditions when they were last updated.

Please ensure that you check these Terms and Conditions regularly to view any changes which may have been made, because by continuing to use the Website after these Terms and Conditions have changed, you will be confirming that you have read and understood, and agreed to be bound by, any revised Terms and Conditions.

### About Us

The Website is operated by Octopus Lifestyles Limited. This is registered as a private limited company in England and Wales with company number 07531926 and registered office is 6<sup>th</sup> Floor, 33 Holborn, London EC1N 2HT.

### Your information and privacy

For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy or how we use cookies, please see our Privacy Policy.

*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.*

Our Website is directed at users based in the UK. We do not represent that content available on or through our Website is appropriate for use in this or any other locations.

If you have trouble using our Website with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by emailing [customer@octopuslifestyles.com](mailto:customer@octopuslifestyles.com). We appreciate your feedback as your suggestions can help us to improve our service.

### Accessing our Website

The Website is made available to you free of charge.

We cannot guarantee to you that our Website will always be available or be uninterrupted. We allow access to the Website on a temporary basis, and we may suspend, withdraw, discontinue or change all or any part of the Website without notice.

In particular, our Website may be unavailable occasionally for maintenance, updating or otherwise. Where this happens, we apologise for any inconvenience caused. However, we shall not

be liable to you for any loss, damages or inconvenience resulting from such unavailability except where the law says otherwise.

We take care in seeking to present accurate, transparent and useful information to you as a user. Therefore we should let you know that information on this Website might be out of date, incomplete, contain some errors or be in some way unreliable and we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. You should also note that the content on our Website is provided 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 Website.

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.

Our Website is directed at users based in the UK. We do not represent that content available on or through our Website is appropriate for use in this or any other locations.

If you have trouble using our Website with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by getting in touch on [customer@octopuslifestyles.com](mailto:customer@octopuslifestyles.com). We appreciate your feedback as your suggestions can help us to improve our service.

## Intellectual Property Rights

All text, graphics, audio, video or image files, content, software, applications and information displayed on or available from this Website, and all copyright, trade mark rights, design rights and other intellectual property rights in them (together, the "**Proprietary Content**") are the property of Octopus Lifestyles Limited or other Octopus companies, our users, suppliers or licensors. This includes, without limitation, the organisation and lay-out of the Website and the underlying software.

By using the Website you're agreeing that Proprietary Content is available for personal use only and that you will not copy, reproduce, publish, distribute or dispose of in any way any Proprietary Content. Neither the Octopus name nor any other Octopus company name, trade mark, logo or design may be used or copied in any manner.

Proprietary Content is protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.

You must not use any part of the Proprietary Content for commercial purposes without obtaining a licence to do so from us or our licensors.

## Viruses

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

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

You must not misuse the Website or knowingly introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the 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 or, if you are not accessing the Website from within the UK, the comparable legislation in the relevant jurisdictions. 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 to the extent permitted by law. In the event of such a breach, your right to use the Website will cease immediately.

## 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 our Website 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, our Website; or
- use of or reliance on any content displayed on our Website.

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 our Website for domestic and private use. You agree not to use our Website 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 business opportunity.

## Linking to our Website

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 Website in any website that is not owned by you.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the homepage.

We reserve the right to withdraw linking permission without notice.

### **Third party links on our Website**

The Website provides, amongst other things, convenient links to other Octopus companies' websites. You can also contact the Octopus companies on the contact us page of the Octopus Group Website at [octopusgroup.com/contact-us/](https://octopusgroup.com/contact-us/). Our Website may also contain links to other third party websites, resources, advertisements or sponsorships.

If you choose to access any of these links, you will be leaving Octopusgroup.com. Since we don't have any control over these websites, we are not responsible for the content, advertising, products or services available from them, or for any dealings or disputes that you may have in relation to those websites. Octopus Property Lending is not liable for any loss or damage which may be suffered as a result of the use of such links and third party websites. We would encourage you to review the terms and conditions and privacy policy on any new website you may choose to access because our terms and conditions and privacy policy will not be applicable to them.

We reserve the right to remove a link at any time without notice

### **Severability**

If any of these Terms and Conditions is held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

### **Law and jurisdiction**

If you are a consumer, please note that these Terms and Conditions, 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 a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms and Conditions, 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.

### **Whistleblowing concerns**

If you believe that you have witnessed something which contravenes our standards of personal or business conduct, you can do so by raising a whistleblowing concern. All concerns raised are taken seriously and fully investigated. The identity of staff, suppliers or clients who raise a concern will be kept confidential, and will not be discriminated against in any way as a result of raising an issue. Staff should read the Whistleblowing Policy before contacting to ensure the report is made

correctly. Reports can be made by email to [whistleblowing@octopusinvestments.com](mailto:whistleblowing@octopusinvestments.com) or by calling 0800 294 6824.

## Finally —talk to us for anything else

If you have any queries, comments or complaints regarding the Website or these Terms and Conditions, just get in touch. You can write to us at [customer@octopuslifestyles.com](mailto:customer@octopuslifestyles.com).

If you have any queries, comments or complaints regarding the websites of any other Octopus companies or the products or services you receive from them, then please contact them directly. For your convenience, you can contact them through the contact us section of our Website.

The contents of this Website have been issued and approved for the purposes of section 21 of the Financial Services and Markets Act 2000 by Octopus Investments Limited, which is authorised and regulated in the UK by the Financial Conduct Authority with a Firm Reference Number of 194779. Details of our registration can be checked on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk). The address of the FCA is 25 The North Colonnade, Canary Wharf, London E14 5HS.