

## ONEADVANCED WEBSITE TERMS OF USE

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### 1. AGREEMENT TO TERMS

- 1.1 These terms of use ("**Terms**") govern your use of the website <https://www.oneadvanced.com/> (the "**Website**") operated by OneAdvanced Group Limited and its subsidiaries and affiliated companies ("**OneAdvanced**", "**we**", "**us**", or "**our**").
- 1.2 By accessing or using our Website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use our Website.
- 1.3 You represent that you are at least 18 years of age or have reached the age of majority in your jurisdiction, and that you have the legal capacity to enter into these Terms.

### 2. ABOUT ONEADVANCED

- 2.1 Our Website is operated by OneAdvanced Group Limited, a company incorporated in England and Wales with company number 05965280 and registered office at The Mailbox Level 3, 101 Wharfside Street, Birmingham, United Kingdom, B1 1RF.

### 3. CHANGES TO TERMS

- 3.1 We may revise these Terms at any time by updating this page. The revised Terms will take effect when posted on the Website.
- 3.2 Your continued use of the Website after any changes indicates your acceptance of the revised Terms.
- 3.3 We recommend that you review these Terms periodically to ensure you understand the current terms governing your use of the Website.

### 4. CHANGES TO THE WEBSITE

- 4.1 We may update, modify, suspend, or discontinue the Website or any part of it at any time without notice.
- 4.2 We do not guarantee that the Website will always be available or uninterrupted, or that it will be free from errors, viruses, or other harmful components.
- 4.3 Content on the Website may be out of date at any given time, and we are under no obligation to update it.

### 5. ACCESSING THE WEBSITE

- 5.1 Access to the Website is permitted on a temporary basis at our discretion.
- 5.2 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of and comply with these Terms.
- 5.3 You are responsible for configuring your information technology and computer programmes to access the Website and should use appropriate virus protection software.

### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 We are the owner or licensee of all intellectual property rights in the Website and its content, including but not limited to:
  - (a) text, graphics, logos, images, and software;
  - (b) the overall design, layout, and compilation of content;
  - (c) trademarks, service marks, and trade names; and
  - (d) any other proprietary materials.
- 6.2 These works are protected by copyright laws and other intellectual property laws. All rights are reserved.
- 6.3 You may view, download, and print content from the Website for your personal, non-commercial use only, provided that you:
  - (a) do not modify any content;
  - (b) retain all copyright and other proprietary notices;
  - (c) do not use any content for commercial purposes; and
  - (d) do not reproduce or distribute content to third parties.

- 6.4 Except as expressly permitted in these Terms, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any content from the Website.
- 6.5 If you wish to make any use of content on our Website other than that set out above, please contact [advanced.commercial@oneadvanced.com](mailto:advanced.commercial@oneadvanced.com).

## **7. PERMITTED USE**

- 7.1 You may use the Website only for lawful purposes and in accordance with these Terms.
- 7.2 You agree not to use the Website:
- (a) in any way that violates applicable laws or regulations;
  - (b) to transmit or procure the sending of any advertising or promotional material without our consent;
  - (c) to impersonate or attempt to impersonate OneAdvanced, a OneAdvanced employee, another user, or any other person or entity;
  - (d) to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website; or
  - (e) in any way that could damage, disable, overburden, or impair the Website.

## **8. PROHIBITED CONDUCT**

- 8.1 You must not:
- (a) use the Website in any manner that could damage, disable, overburden, or impair our servers or networks;
  - (b) attempt to gain unauthorised access to the Website, other accounts, computer systems, or networks connected to the Website;
  - (c) use any robot, spider, or other automatic device or manual process to access the Website;
  - (d) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
  - (e) collect or harvest any personally identifiable information from the Website; or
  - (f) use the Website for any illegal or fraudulent purpose.

## **9. USER CONTENT**

- 9.1 Where the Website permits user content submission, you may submit, post, or otherwise make available content, including comments, feedback, or other materials ("**User Content**").
- 9.2 By submitting User Content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content throughout the world in any media.
- 9.3 You represent and warrant that:
- (a) you own or have the necessary rights to submit the User Content;
  - (b) your User Content does not infringe any third party's rights;
  - (c) your User Content does not contain any defamatory, obscene, or otherwise unlawful material; and
  - (d) your User Content complies with these Terms.
- 9.4 We reserve the right to remove any User Content that violates these Terms or that we deem inappropriate in our sole discretion.

## **10. PRIVACY POLICY**

- 10.1 Your privacy is important to us. Our Privacy Policy explains how we collect, use, and protect your information when you use the Website.
- 10.2 By using the Website, you consent to the collection and use of your information as described in our [Website Privacy Notice](#). Our Website Privacy Notice also explains our use of cookies and similar technologies.

## **11. THIRD-PARTY LINKS AND CONTENT**

- 11.1 The Website may contain links to third-party websites or services that are not owned or controlled by OneAdvanced. We are not responsible for the content of any linked site.

- 11.2 We have no control over, do not endorse, and are not responsible for the content, privacy policies, or practices of any third-party websites or services.
- 11.3 Your use of third-party websites is at your own risk and subject to the terms and conditions of those websites.
- 11.4 We do not endorse or recommend any third-party websites, products, or services.

## **12. DISCLAIMERS**

- 12.1 The information on the Website is provided for general informational purposes only and is not intended to constitute professional advice.
- 12.2 To the fullest extent permissible by law, we make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials, or products included on the Website, including, but not limited to:
  - (a) the completeness, accuracy, reliability, or availability of the Website or its content;
  - (b) the uninterrupted or error-free operation of the Website;
  - (c) the security of the Website or the safety of any information transmitted through it; or
  - (d) the suitability of the Website for any particular purpose.
- 12.3 Any reliance you place on information obtained from the Website is strictly at your own risk.

## **13. LIMITATION OF LIABILITY**

- 13.1 TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR SITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS.
- 13.2 WE WILL NOT BE LIABLE TO ANY USER 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 SITE; USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SITE; LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE; BUSINESS INTERRUPTION; LOSS OF ANTICIPATED SAVINGS; LOSS OF DATA; LOSS OF BUSINESS OPPORTUNITIES, GOODWILL OR REPUTATION; OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE.
- 13.3 WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, 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 CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT.
- 13.4 WE ASSUME NO RESPONSIBILITY FOR THE CONTENT OF WEBSITES LINKED ON OUR SITE. SUCH LINKS SHOULD NOT BE INTERPRETED AS ENDORSEMENT BY US OF THOSE LINKED WEBSITES. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.
- 13.5 NOTHING IN THESE TERMS OF USE SEEKS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

## **14. INDEMNIFICATION**

- 14.1 You agree to defend, indemnify, and hold harmless OneAdvanced and its officers, directors, employees, agents, and affiliates from and against any claims, damages, obligations, losses, liabilities, costs, or expenses (including reasonable legal fees) arising from:
  - (a) your use of the Website;
  - (b) your violation of these Terms;
  - (c) your violation of any third party's rights; or
  - (d) any User Content you submit or make available through the Website.

## **15. TERMINATION**

- 15.1 We may terminate or suspend your access to the Website immediately, without prior notice or liability, for any reason, including if you breach these Terms.
- 15.2 Upon termination, your right to use the Website will cease immediately. Any provisions of these Terms that, by their nature, should survive termination shall survive termination.
- 15.3 The provisions of these Terms that by their nature should survive termination shall survive, including, without limitation, intellectual property rights, ownership provisions, warranty disclaimers, limitation of liability, and indemnification.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2 Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **17. GENERAL PROVISIONS**

- 17.1 If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.
- 17.2 Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 17.3 These Terms, together with our Website Privacy Notice constitute the entire agreement between you and OneAdvanced regarding the use of the Website and supersede all prior agreements and understandings.
- 17.4 We may assign our rights and obligations under these Terms without restriction. You may not assign your rights or obligations under these Terms without our prior written consent.
- 17.5 We shall not be liable for any failure or delay in performance under these Terms which is due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, or government actions.

## **18. ADDITIONAL TERMS**

- 18.1 Additional terms may apply to specific sections of the Website or to products and services available through the Website. Such additional terms will be displayed in connection with the applicable section, product, or service.
- 18.2 In the event of a conflict between these Terms and any additional terms, the additional terms will control with respect to the specific section, product, or service to which they apply.

## **19. CONTACT INFORMATION AND OFFICE LOCATIONS**

- 19.1 If you have any questions about these Terms, please contact us via email at [advanced.commercial@oneadvanced.com](mailto:advanced.commercial@oneadvanced.com)
- 19.2 Contact details for each of our office locations can be found at <https://www.oneadvanced.com/locations/>