

## Terms and Conditions

Please read the following section carefully as it contains the legal terms and conditions that you agree to when you use this part of the Green Flag Motoring Assistance web site ("the Site"). Additional website terms and conditions apply when you click through to purchase Green Flag Motoring Assistance in the UK. Please ensure you read those website terms and conditions before clicking to purchase. These will be drawn to your attention when you browse or apply for that product.

Some of the services on the Site, such as HPI Check, are provided by third parties and when you click to purchase those services, a contract will be formed between you and that third party. The identity of these third parties and any additional terms and conditions that they apply to their services will be drawn to your attention when you browse or use their services.

Some of the products displayed on this Site, such as European Motoring Services, ferry booking and vehicle inspections cannot be purchased online. When you click for information on these services, you will be given a telephone number to call to purchase.

### 1. Operator

The Site is operated by Green Flag Limited (registered number 1003081), the services company of UKI, whose registered address is at The Wharf, Neville Street, Leeds LS1 4AZ. Green Flag Limited is referred to in these terms and conditions as "GFL", "us" or "we".

### 2. Availability

Whilst we have taken care in the preparation of the Site, as certain technical matters may be beyond our control, we cannot guarantee that you will have uninterrupted or error free access to all or any part of the Site at all times or that any defects will be remedied or that the Site or the server that makes the Site available are virus or bug free.

### 3. Trademarks

The words "Green Flag" and



are all UK and European Community registered trade marks of Green Flag Group Limited, an associated company of GFL and



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#### 4. Ownership of all Materials on the Site

GFL is unless otherwise stated the owner of all copyright and database rights and other intellectual property rights that exist in the Site and its contents. You may not publish, distribute, extract, re-utilise or reproduce any part of the Site in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use licence set out in our copyright notice or as permitted by the Copyright Designs and Patents Act 1988 as amended or the Copyright and Rights in Databases Regulations 1997 as applicable or any equivalent legislation as may apply in the UK from time to time.

GFL shall take such action as is necessary to protect its intellectual property rights in this Site. You acknowledge that damages may not be an adequate remedy for any infringement of such rights by you and that GFL is entitled to the remedies of injunction, specific performance, orders to deliver up infringing copies and any other statutory or equitable relief for any threatened or actual infringement and that no proof of special damages is necessary for reliance on such remedies.

#### 5. External Links

To provide increased value to users of the Site, GFL may provide links to other websites or resources (that are not part of The Royal Bank of Scotland Group) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website, GFL is not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

#### 6. Disclaimer

The following provisions should be read carefully as they exclude or limit our legal liability in connection with your use of the Site. Nothing in these terms and

conditions attempts to exclude liability that is not permissible under applicable law, including without limitation, death or personal injury, or for fraudulent misrepresentation.

Nothing in these terms and conditions shall exclude, limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules that we are bound to comply with.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the Site, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the Site or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Site or any part of the content or materials are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use the Site from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to the Site (which includes without limitation) any errors or omissions contained in the Site or if the Site is unavailable and we shall not be liable for any direct or indirect:

1. economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
2. loss of goodwill or reputation;
3. special, incidental, consequential loss or damage,

suffered or incurred arising out of or in connection with your use of the Site and these terms and conditions.

Access to and use of the Site is at the user's own risk and we do not warrant that the use of the Site or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of the Site by unauthorised third parties.

Please note that this disclaimer does not affect your statutory rights in respect of any products or services that you purchase from this Site.

#### 7. Amendment of the Terms and Conditions

We reserve the right to amend these terms and conditions and any other terms and conditions on this Site without notice to you from time to time. Any such amendment shall be effective once the revised terms have been posted on this Site. As these terms and conditions may be updated from time to time, we suggest that you check them whenever you visit the Site.

#### 8. Monitoring of Telephone Calls and Emails

Telephone calls or email correspondence made by you for our services or otherwise as a result of your access to the Site may be randomly recorded and monitored. By using such communication methods you are consenting to such recording or monitoring.

#### 9. Jurisdiction and Law

This Site is directed at UK residents only and applications for products and services from non-UK residents will, unless otherwise stated, not be accepted. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here in respect of the use of this Site shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.