

Terms of Website Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website <https://www.salixfinance.co.uk> (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our site. By using our site, 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.

INFORMATION ABOUT US

<http://www.salixfinance.co.uk> is a site operated by Salix Finance Ltd (**we**). We are registered in England and Wales under company number 5068355 and have our registered office at 6th Floor, 25 Farringdon Street, London, EC4A 4AB.

We undertake administration of the Salix Funding Programmes. This will include handling applications via our web portal and providing a direct point of contact for applicants. We also undertake the financial administration for the programmes. To contact us please email info@salixfinance.co.uk

OTHER TERMS THAT MAY APPLY

These Terms of Website Use refer to the following additional terms, which also apply to your use of our site:

- [Our Privacy Policy](#), which sets out the terms on which we process any data (including personal data) we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- [Our Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- [Our Cookie Policy](#), which sets out information about the cookies on our site.
- [Our Application Notes](#), which provides more information on the Salix Funding Programmes.

OUR SITE CHANGES REGULARLY

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 4th of August 2017.

We may update and change our site from time to time to reflect changes to our users' needs, the application process and our business priorities.

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict or close indefinitely the availability

of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. However, any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

ACCESSING OUR SITE

Access to our site 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 site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, 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. When using our site, you must comply with the provisions of our [Acceptable Use Policy](#).

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@salixfinance.co.uk.

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

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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

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

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. In particular, we make no representation or warranty as to any reference on our site to legislation being up to date and applicable or that it will continue to be applicable in the future (in particular, but not limited to, with reference to any EU legislation).

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

OUR LIABILITY

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.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy and we exclude all implied conditions, warranties, representations or other terms that may apply to our 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, our site;
- use of or reliance on any content displayed on our site; or
- the making/completion of, or failure to make/complete, any application through our site.

In particular, we will not be liable for any direct, indirect or consequential loss or damage incurred by any user in connection with:

- 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
- for 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.

The progression of any application submitted by you on our site is at our sole discretion and we will not be liable for any direct, indirect or consequential loss or damage incurred by you in connection with our handling of the application.

Furthermore, we will not be liable for applications not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind. We will not be liable for any applications which are not completed for any reason.

TRANSACTIONS CONCLUDED AS A RESULT OF APPLICATIONS VIA OUR SITE

Loan agreements between you and Salix Finance Ltd formed as a result of applications made by you via our site are governed by the applicable terms and conditions of loan.

UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties, including, but not limited to, the Department for Business, Energy and Industrial Strategy.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to confidentiality or privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our [Acceptable Use Policy](#).

You are solely responsible for securing and backing up your content uploaded on to our site.

VIRUSES, HACKING AND OTHER OFFENCES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You should run an anti-virus program on all material downloaded from our site.

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our 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 our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses 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 you downloading any material posted on it, or any website linked to it.

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 homepage.

We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to make any use of material on our site other than that set out above, please address your request to info@salixfinance.co.uk.

LINKS FROM OUR SITE

Where our 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

These Terms of Website Use and, other policies referred to herein and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact info@salixfinance.co.uk.

Thank you for visiting our site.