

## Website Terms of Use

These terms are set out for using our website <u>www.birminghambank.com</u> (site). By using our site, you confirm that you accept these terms and conditions of use (Terms of Use) and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our site.

The following Terms of Use, together with our privacy policy and cookie policy, govern Birmingham Bank Limited's relationship with you in relation to this site. Our site is directed to people residing in the United Kingdom. We amend these Terms of Use from time to time. Every time you wish to use our site, please check these Terms of Use to ensure you understand the terms that apply at that time.

The term 'Birmingham Bank' or 'us' or 'we' refers to the owner of the site which is the Birmingham Bank Limited. The term 'you' refers to the user or viewer of our site.

The use of this site is subject to the following Terms of Use:

- 1. The content on our site is provided for general information and use only. It is not intended to amount to advice on which you should rely. It is subject to constant change and updating without prior notice.
- 2. You will comply with all reasonable instructions we give you in relation to your use of this site and you agree that we reserve the right at any time to suspend or cancel your use of, or access to, this site.
- 3. Whilst we endeavour to ensure the continuity of the availability of the site, we do not provide any representation, warranty or guarantee as to the availability of the site, or the accuracy, performance or completeness of this site or the information, content or materials found or offered on this site, or their suitability for any particular purpose and, subject to paragraph 8 below, we expressly exclude any and all liability relating to all such matters.
- 4. Your use of any information, content or materials on this site is entirely at your own risk, for which, subject to paragraph 8 below, we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this site meet your specific requirements. Subject to paragraph 8, we accept no liability for any loss or damage resulting, directly or indirectly, from your visit to this site, or any other website to which you gain access through this site.
- 5. From time to time this site may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the other website(s). Subject to paragraph 8 below, we accept no liability for the content of any linked website(s).



- 6. You acknowledge that we own all intellectual property rights of the content on this site and the look and feel of the site, and your use of the site does not give you any right, title or interest or licence in any of the site content or the site or the intellectual property rights in and to it. You agree that you will not, either do or assist or permit others to do, anything that infringes our intellectual property rights or other rights in the site or its content, and will not copy or reproduce any element of this site or its code or content, nor use these or any part of them, to create any content, document, website, image or graphic. In addition you will not create, or permit or assist others to create, any link to or from any part of this site, other than to save the home page, without our prior consent, nor take any action that directly or indirectly prevents, in whole or in part, access to, or reduces the use by you, or others, of this site
- 7. All trademarks reproduced in this site, which are not the property of, or licensed to the operator, are acknowledged on the site.
- 8. Nothing in this notice is intended to operate, to exclude or restrict liability for fraud or any other liability that cannot be excluded by applicable law.

In the event that any term within these Terms of Use is held to be invalid by a decision of a court of competent authority, the remainder of these Terms of Use shall remain valid and enforceable.

The laws of England and Wales shall apply to your use of this site and you agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any claim or dispute arising out of or in connection with these Terms of Use or your use of the site.