

1. 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 www.loungekey.com (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the 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.

By accessing this website, you agree:

- a. that you will access its contents solely for your own private use.
- b. to comply with all applicable laws and regulatory requirements relating to your use of this website.
- c. to comply with all reasonable instructions we give you relating to this website.
- d. not to use this website to distribute any information or data in contravention of any regulation or legislation (including, but not limited to, regulation or legislation governing financial services, money laundering or anti-terrorism).

You are responsible for all telecommunications charges relating to your use of this website.

2. INFORMATION ABOUT US

www.loungekey.com is a site operated by Lounge Key Limited ("We"). We are registered in England and Wales under company number 08792537 and have our registered office at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

3. 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.

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.

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.

4. INTELLECTUAL PROPERTY RIGHTS

We (or our suppliers or third parties who have granted us permission to reproduce their material on this website) 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 (including payment by you of any relevant licence fee) 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.

5. MATERIAL PROVIDED BY YOU

You agree to ensure that all material you send or upload to this website (including, but not limited to, e-mails, text, graphic files, still or moving images, or responses to any questionnaire available through this website) (Your Material) is legal, decent and truthful, complies with all laws and regulations, does not infringe the Intellectual Property Rights or other rights of us or any third party, is not defamatory, unreliable or misleading or otherwise objectionable and is free of bugs, worms or viruses.

You are solely responsible for Your Material. If we consider that any part of Your Material exposes us to the risk of a claim or complaint by a third party, we may block access to all or part of this website and remove all or part of Your Material. You must provide all reasonable assistance in this respect.

You agree not to use this website to advertise or sell any goods or services to other users of this website.

You agree not to publish any information or personal data relating to a third party.

6. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

7. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. 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.

8. OUR LIABILITY

We cannot guarantee that this website will operate in accordance with your expectations or will be uninterrupted or error free. We are not obliged to update this website but we may do so from time to time and we reserve the right to modify, restrict access to or close this website at any time.

From this website you may be able to access websites operated by others. We do not endorse those other websites nor do we accept responsibility for their content or for damage or loss you may suffer arising out of accessing those websites, including, but not limited to, damage or loss arising from your use of documents or other information found on those websites. We do not monitor or maintain these links. Please read all copyright and legal notices on each site before downloading or printing items to ensure that you are permitted to do so under the third party site's copyright notices, legal notices or terms of use.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and all third parties connected to us hereby expressly exclude:

- a. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- b. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- c. loss of income or revenue;
- d. loss of business;
- e. loss of profits or contracts;
- f. loss of anticipated savings;
- g. loss of data;
- h. loss of goodwill;
- i. wasted management or office time; and
- j. 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

To avoid doubt, we are not liable for any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with accessing or using this website, its contents or Your Material.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

9. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

10. VIRUSES, HACKING AND OTHER OFFENCES

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 your downloading of any material posted on it, or on any website linked to it.

11. 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, but 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 from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to the Managing Director, Lounge Key Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

12. 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. 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.

13. COOKIES

Please [click here](#) to read our Cookie Policy.

14. JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use 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.

15. GENERAL PROVISIONS

If a provision of these Terms of Use or of another section of any legal notices is or becomes illegal, invalid or unenforceable in any jurisdiction, that does not affect:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Use or of another section of any legal notices; or
- b. the legality, validity or enforceability in other jurisdictions of that or any other provision of these Terms of Use or of another section of any legal notices.

Nothing in these Terms of Use is to be taken to constitute a partnership between you and us, nor constitute either of you or us the agent of the other for any purpose.

A person who is not a party to these Terms of Use may not enforce any of the terms under the Contracts (Rights of Third Parties) Act 1999.

A failure by you or us to enforce a provision of these Terms of Use or a breach of a provision by the other or default by the other in performing a provision does not constitute a waiver and does not prevent you or us from subsequently enforcing that provision or from acting on such breach or a subsequent breach of the provision by the other party or default by the other party in performing that provision.

16. TRADEMARKS

All company, product or service names referenced in this website are used for identification purposes only and may be trademarks of their respective owners. The LoungeKey trademarks may be used only with permission of and having been granted a licence from us.

17. 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. Any modification or amendment of these terms of use will be effective upon post on the website.

18. CONFIDENTIAL INFORMATION

Except as expressly provided, any non-personal information or material sent to us will be deemed not to be confidential. By sending us any non-personal information or material, you grant us an unrestricted, irrevocable, royalty free, perpetual license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that we are free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, we will not release your name or otherwise publicise the fact that you submitted materials or other information to us unless: (a) you grant us permission to do so; (b) we first notify you that the materials or other information you submit to a particular part of a website will be published or otherwise used with your name on it; or (c) we are required to do so by law.

19. YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact the datacontroller@loungekey.com or write to the Managing Director, Lounge Key Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, United Kingdom.

Thank you for visiting our site.

Last update on May 7th, 2018.