

Please read these terms and conditions carefully before using the site.

## **Terms & Conditions of Website Use**

Welcome to our Website, which is accessible via your computer or your portable hand-held device (the "Website"). The Website is the property of Onvi Tech Ltd ("us", "we" or "our" for short). We are registered in England and Wales under company number 10532973 and have our registered office at Prince Albert House, 20 King Street, Maidenhead, Berkshire SL6 1DT, UK. Our VAT number is GB246393488. For the purposes of these Terms of Use "you" and "your" means you as the user of our Website.

To contact us, please write to the address above.

We have set out the terms under which we are providing you with access to our Website and its products and services. These include the terms and conditions that govern:

- your use of our Website (including the mobile optimised version of our Website accessible from your portable hand-held device);
- your use of the services and products offered through our Website;
- your rights to link to our Website; how we will use and protect information about you (see our separate "Privacy and Cookies Policy") and your obligations when uploading comments to our Website (see our "Content Standards" below).

Collectively these documents are termed as the "Terms of Use".

We may change our Terms of Use from time to time. The revised Terms of Use will be available via the Website. You should check the Terms of Use regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to the Terms of Use if you continue to access or use the Website.

## **Use of this Website**

These Terms of Use set out how you may use our Website. By accessing the Website, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should not use the Website. You should read all the Terms of Use prior to using the Website. You should also save and/or print out a copy of these Terms of Use for future reference.

## **Specific terms**

Our website may contain specific terms that are respective for the area you are contained within, if such terms exist they will be displayed where applicable. These terms only relate to the specific products or services mentioned. If there is a conflict between these general Terms of Use and the specific terms, the relevant specific terms will take precedence.

## **Accessing our Website**

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 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. Access to our Website is permitted on a temporary basis. We update our website regularly and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through your internet connection are aware of these Terms of Use.

Please note that use of our Website is subject to your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

### **Reliance on information posted**

The content on our site is provided for general information only. Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by local law.

### **Intellectual property**

You may access, view and print out one copy of this Website and all information, images, and other content displayed on the Website (“Materials”) strictly in accordance with these Terms of Use.

You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you give appropriate acknowledgement where appropriate to Onvi Tech Ltd. All intellectual property rights in and to the Website and the Materials are either owned by or licensed to us and your use of the Website and Materials is subject to the following restrictions. You must not:

- remove any copyright or other proprietary notices contained in the Materials;
- use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; or
- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this

Website and/or the Materials for any commercial purpose, without our prior written consent.

### **Trade marks**

We expressly reserve all rights in and to our domain name and all related domains and sub-domains, our trading name, our logo, service marks, trading names and/or trademarks. Other trademarks, products and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

### **Linking to our website**

You may link to any page of the Website, for non-commercial purposes provided that you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website. Our Website must not be framed on any other site. Views and opinions expressed in user generated content linked from this Website are the opinions of those users and do not represent our views, opinions, beliefs and values and we accept no responsibility for such content. If you would like to link to our site for commercial purposes or any purpose not included above, please contact us. We reserve the right to withdraw linking permission at any time and without notice.

We are not responsible for viruses and you must not introduce them.

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 must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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 cooperate 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.

### **Jurisdiction and applicable law**

The English courts will have jurisdiction over any claim arising from, or related to, a visit to a Site or use of our services. 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.

### **Paying through the Application**

This policy (together with any documents referred to in it) states the terms (the “Terms of Use”) which apply when you use our Application (the “Application”) to pay for any goods or services (the “Items”).

Please read these Terms of Use carefully before paying for any Items through the Application. If you have any questions relating to these Terms of Use, please contact us at [info@onvi.com](mailto:info@onvi.com) before you pay for any items.

If you are a consumer, you have certain legal rights when you pay for Items using the Application. You can find more information about these rights on the Citizens Advice website. Your legal rights are not affected by these Terms of Use, which apply in addition to them and do not replace them.

By using the Application, you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use the Application.

### **Orders**

You are responsible for complying with these Terms of Use, even if you have paid for an Item for someone else.

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell the Merchant about (and the Merchant agrees to). If you believe that the Items you have been served do not comply with these legal rights, please let the Merchant know. The Merchant will process the refund in respect of the affected part of the Item, unless the Merchant has reasonable cause to believe that the problem occurred after the item was served.

Prior to processing your refund, the Merchant may take into account relevant factors including the details of the order, where and when it was served as well as any other relevant information.

### **Alcohol**

Alcoholic beverages can only be sold and served to persons aged 18 or over. Merchants operate the Challenge 25 age verification policy whereby customers who look under 25 will be asked by the Merchant to provide proof that they are aged 18 or over. The Merchant may refuse to serve any alcohol to any person who does not look 25 unless they can provide valid photo ID proving that they are aged 18 or over. The Merchant may also refuse to serve any

alcohol to any person who is, or appears to be, under the influence of either alcohol and/or drugs.

### **Prices, payment and offers**

Payment for all Items will be made on the Application by credit or debit card, or other payment method made available by us.

We are authorised to accept payment through the Application and payment to us for any Items will fulfil your obligation to pay the Merchant for those same Items.

### **Loss or damage**

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 or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Items; or for defective Items under the Consumer Protection Act 1987.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms of Use, or as a result of any IT hardware or software failure other than a failure in the Application.

### **Data protection**

We process your personal data in accordance with our Privacy Policy, a link to which can be found on our website.

### **Other terms**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

We amend these Terms of Use from time to time. Every time you wish to use the Application, please check these Terms of Use to ensure you understand the terms that apply at that time.

The Terms of Use are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or English courts.

We are required by EU law to provide this [link](#) to the EU's online dispute resolution portal, however we do not participate in dispute resolution under this process.