



Terms and Conditions of Use

Please read this document carefully.

By accessing the Oval web site at www.theovalgroup.com (the "Site") you are agreeing to the terms that appear below. If you have any questions about these terms of use, please contact us. Our contact details are provided at the end of this terms of use.

These Terms and Conditions of Use were last updated on October 15th 2008.

1. Introduction

This Site is owned and operated by Oval Limited ("Oval").

2. Use of Site Content

All material on the Site (the "Content") belongs to Oval. You may retrieve and display Content from the Site on a computer screen, print individual pages on paper (but not subsequently photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal, non-commercial use.

Except as expressly set out above, you may not reproduce, modify or in any way commercially exploit any of the Content. In particular, but without limiting the general application of the restrictions contained in the preceding sentence, you may not do any of the following without prior written permission from Oval:

- > redistribute any of the Content (including by using it as part of any library, archive or similar service);
- > remove the copyright or trade mark notice from any copies of Content made under these Terms;
- > create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content. Requests to republish or redistribute Content should be addressed to info@theovalgroup.com

If you would like to link to the Web Site, please read and comply with the following guidelines and all applicable laws. A web site that links to the Site:

- > may link to, but not replicate, the Content;
- > must not create a frame or any other browser or border environment around the Content;
- > must not in any way imply that Oval is endorsing it or its products or services;
- > must not misrepresent its relationship with Oval;
- > must not present false information about Oval;
- > must not use any Oval trade marks displayed on the Site without permission from Oval;
- > must not be a web site that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations;
- > must not be a web site that contains content that could be construed as distasteful, offensive or controversial.

Oval expressly reserves the right to request that any link in breach of these terms be removed and to take whatever other action it deems appropriate.

3. No warranties, exclusion of damages, limitation of liability and exclusive remedy

The Content is only for your general information and use and is not intended to address your particular requirements. In particular, the Content does not constitute any form of advice, recommendation or arrangement by Oval and is not intended to be relied upon by users in making (or refraining from making) any specific decisions. Appropriate independent advice should be obtained before making any such decision. Any arrangements made between you and any third party named on this Site are at your sole risk and responsibility.

No Warranties

Because of the nature of electronic distribution via the Internet, Oval does not give any warranties in respect of the Site, content, or services available through the Site (collectively, "Site Services"). In particular, the Site Services are provided on an "as is", "with all faults" and "as available" basis. To the extent allowed by applicable law, Oval hereby disclaims all warranties, conditions or duties of every nature whatsoever (except any duties of good faith),

including without limitation, any implied warranties of merchantability or of fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy, timeliness, completeness, performance, lack of negligence or of workmanlike effort. Also, Oval does not provide any warranty against infringement or of title or quiet enjoyment and makes no express warranties.

No Incidental or Consequential Damages

To the full extent allowed by applicable law, you agree that Oval will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, loss of privacy or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of workmanlike effort) or for any other indirect, special, or punitive damages whatsoever that arise out of or are related to the Site Services or to any breach of the terms by Oval, even if Oval has been advised of the possibility of such damages and even in the event of fault, tort (including negligence) or strict liability.

Limitation on Damages; Exclusive Remedy

You agree that your only recovery for any damages that you incur, and your exclusive remedy, shall be limited to the direct damages you actually incur in reasonable reliance on the applicable Site Service up to a limit of the following, at Oval's election: (1) a refund of the amount you paid Oval (if any) in total during the month in which the damage is first incurred, less any reasonable allowance for complying services, or (2) correction or replacement of the service. All limitations will apply to all legal and equitable theories.

Links

The Site contains links to other internet sites provided by independent third parties ("Third Party Sites"). Oval is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites.

Notwithstanding the provisions of this Section 8, Oval's liability will not be limited in the case of death or personal injury directly caused by Oval's negligence.

4. Privacy Policy

The information that you provide about yourself to Oval will only be used by Oval in accordance with its Privacy Policy Statement.

5. Changes to these Terms

Oval reserves the right, at its discretion, to make changes to any part of the Site. Due to its policy of updating and improving the Site, Oval may wish to change these Terms (including those relating to your use of the Content). When terms are changed, Oval will notify you by publishing details of those changes by including them at the end of these Terms (see "Details of Changes"). If you use the Site after Oval has published or notified you of the changes, you are agreeing now to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Site any further after they are published at the end of these Terms or after you receive notice of them. The date that these Terms were last modified is shown at the start of this document.

6. Choice of Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

For the exclusive benefit of Oval, Oval shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of your principal place of business.

7. General

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy. Headings in these Terms are for convenience only and will have no legal meaning or effect.

Oval Limited is a company registered in England and Wales under number 04901418 whose registered office is at 9 South Parade, Wakefield WF1 1LR, West Yorkshire.

If you have any queries about these Terms please contact us –

Steve Pennock
Group Compliance Officer

Steve.pennock@theovalgroup.com

8. Details of Changes

These Terms of Use were last modified on 15 October 2008. We have removed the text that related to the Privacy Statement from this document and included these as a separate document on the site. The Privacy Policy has been revised and updated.