

Website Terms and Conditions

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Terms of Use

This website is owned and operated by Perfect Data Solutions Limited t/a oohMoolah and LendingMetrics ("PDS"). These terms of use, together with the Privacy Notice and any other policies referred to in them (collectively "the Terms") apply to your use of the oohMoolah website and to your use of our account information services and open banking product hosted or made available by us, wherever and however you access them ("the Service").

By using our website and/or the Service, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use our website.

Who we are

PDS is a limited company registered in England and Wales (company number 07407815) and has its registered office at 1650 Parkway, Whiteley, Fareham, Hampshire PO15 7AH. We are registered with the Information Commissioner ("ICO") (No. Z2756934) and authorised as an Account Information Service Provider ("AISP") with the Financial Conduct Authority ("FCA") (FRN 802559).

We may make changes

We amend the Terms from time to time. Every time you wish to use our website or the Service, please check the Terms to ensure you understand the terms that apply at that time.

We may update and change our website or the Service from time to time to reflect changes to our products, our users' needs and our business priorities. We may suspend or withdraw or restrict the availability of all or any part of the website or Service for business and operational reasons.

Access to the website and the Services

The Service is only available where your bank, building society or payment account provider (Account Servicing Payment Service Providers ("ASPSP")) is enrolled in the Open Banking Directory.

The website and Service only complies with UK laws. You should only use it from within the UK.

We do not charge you (the retail customer) to use the website or the Service. Any applicable charges for the use of the Service are payable by your Credit Provider.

We shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for during routine and emergency maintenance; however, we cannot guarantee the availability or uninterrupted access of the Service. We will not be liable if the Service or the website is unavailable at any time for any reason.

You are responsible for making all arrangements necessary for you to have access to the Service (for example ensuring you have a reliable internet connection).

When you use the Service, you will be asked to provide your name, contact details and other pieces of information we require as part of the Open Banking Customer Journey. You must not impersonate or try to impersonate another person when providing us with information. If you think that someone else may have access to, or be using, your details without your consent, you must tell us as soon as possible by emailing info@oohMoolah.com.

Account Information Services

In using the Service, you have the ability to connect to your ASPSP account. This enables PDS to access and retrieve account transaction data from your ASPSP. There are various steps and touchpoints involved in securely sharing your data and authenticating yourself with your ASPSP (“the Open Banking Customer Journey”).

By using the Service to connect to your ASPSP, you authorise us (on your behalf and as agent) to retrieve account transaction information and share the same with another authorised ASPSP or financial institution (“Credit Provider”). You agree that the Credit Provider shall be entitled to rely on the foregoing authorisation. In order to engage with such Credit Provider, you may be required to accept additional terms and conditions which are specific to them.

PDS cannot be responsible for the accuracy of data it receives from the ASPSP, and you must ensure that it is (and continues to be) accurate.

If you choose not to grant PDS access to your ASPSP account, you must click cancel and go back to oohMoolah landing page or discontinue with the Open Banking Customer Journey. In circumstances, where your ASPSP has already permitted access to your account transaction information, if you wish to revoke the access token, please contact your ASPSP directly or email info@oohMoolah.com.

Prohibited Use

You may use the website and Service only for lawful purposes. You may not use the website or the Service:

- In any way that breaches any applicable local, national or international law or regulation.
- For any purpose that is unlawful under any applicable law or prohibited by the Terms.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree, as a condition of your use of the website and the Service:

- Not to reproduce, duplicate, copy or re-sell any part of our website or the Service in contravention of the provisions of the Terms.
- To provide accurate and truthful information and not to misrepresent any fact or your identity.
- Not to access without authority, interfere with, damage or disrupt:
 - Any part of the website or the Service.
 - Any equipment or network on which the website is stored.
 - Any software used in the provision of the website or the Service.
 - Any equipment or network or software owned or used by any third party.

You further agree, as a condition of your use of the website and/or Service, to not:

- Use the website for purposes of promoting unsolicited advertising or sending spam.
- Use the Service for commercial purposes.

- Use the website to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (phishing).
- Use the website in any manner that disrupts the operation of our website, the Service or the website or business of any other entity.
- Represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing.
- Use the website and/or Service to gain unauthorised access to or use of computers, data, systems, accounts or networks.
- Attempt to circumvent password or user authentication methods.
- Breach our intellectual property rights.

Intellectual property rights

Unless otherwise specified, the copyright, trademarks and other intellectual property rights in all material on the website (including without limitation text, tools, photographs and graphical images) are owned by PDS or licensed to PDS. oohMoolah is a registered trademark of PDS. Other trademarks and trade names may also be used on the website; the use of these is strictly prohibited unless you have our prior written permission.

You may not reproduce or adapt the website in whole or in part without our prior written consent, except for the purpose of accessing the Service. If you wish to make any use of material on the website or Service, please address your request to info@oohMoolah.com.

No part of the website or the Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any use of the website other than in accordance with these Terms is prohibited.

Any rights not expressly granted in the Terms are reserved.

Viruses

You are responsible for configuring your information technology, computer programmes and platform to access the website and/or the Service. You should use your own virus protection software. We do not guarantee that the website or the Service will be secure or free from bugs or viruses.

You must not misuse our website or the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our website, the Service or any part of it.

You must not attempt to gain unauthorised access to the Service, the website, the server on which our website is stored or any server, computer or database connected to our website or any other equipment or network connected with our website.

You must not interfere with, damage or disrupt any software used in the provision of the Service, our website or any equipment or network or software owned or used by any third party on which this website or the Service relies in any way.

You must not attack our website or the Service 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 website and the Service will cease immediately.

Links to and from the website or the Service

Where the website or the Service contains links to other websites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources. PDS does not endorse or make any representations about them, or any material found thereon. If you decide to access any of the third party websites linked to the website, you do so entirely at your own risk.

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 website, or the Service, on any website that is not owned by you.

Our website and/or the Service must not be framed on any other site, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our website or Service other than that set out above, please send an email to info@oohMoolah.com.

Disclaimer

By accessing and using the website and/or the Service, you acknowledge and agree that your use of the website and/or the Service and all information and content included in or accessible is provided on an “as is” and “as available” basis. To the fullest extent permissible by law, PDS disclaims all statutory or implied warranties, representations and conditions including but not limited those as to quality, merchantability, fitness for purpose and non-infringement.

Neither party shall be in breach of the Terms nor liable for any delay in performing, or failure to perform, any of its obligations under the Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

Liability

Nothing in the Terms excludes or limits our 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.

This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you under or in connection with the Terms, including your use of the Service.

PDS shall have no liability for any damage caused by errors or omissions in any account transaction data provided to us by you or by your ASPSP in connection with the Service.

Subject to the above, we shall not be liable to you, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for the following types of loss whether direct or indirect and howsoever caused:

- Loss of profit.
- Loss of goodwill.

- Any loss of profit, capital or revenue or economic loss.
- Any loss of business or business opportunity.
- Any loss of anticipated savings, increase in bad debt or failure to reduce bad debt.
- Any destruction, deletion or corruption of data or information.
- Any special, indirect or consequential damage or loss suffered by the other party.

PDS is not liable for any claim, damage, harm related to the misuse or theft of user credentials, disclosure of user credentials or your authorisation to allow another person or entity to access and use your user credentials.

PDS cannot be held liable for any malfunction of network or servers outside its reasonable control which may prevent or compromise access to the website and/or Service.

Breach of the Terms

Without prejudice to our other rights under the Terms, if you breach the Terms in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website and/or Service, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

Indemnification

You agree to indemnify us against any and all claims, losses, damages, expenses and costs (including legal fees and expenses) arising out of or in connection with your use of the website and/or Service in breach of the Terms, or infringement of third party rights, except to the extent that we have breached the Terms or been negligent.

Visitor information

Any personal data that you provide to us will be processed in accordance with our Privacy Notice, which explains the purposes and legal bases upon which PDS collects, processes, stores and shares data that can identify you and how you can contact us if you have any queries or complaints about the use of your personal data.

Other than personal data, any material you transmit to the website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all information and other things embodied in them for any and all commercial or non-commercial purposes.

Complaints

We are only able to deal with complaints relating to the website or Service. We are unable to accept any complaint or claim in respect of any act or omission of your ASPSP.

If you are unhappy with the website or service we have provided you, you may complain to us by sending an email to info@oohMoolah.com or via the contact details below.

If we are unable to resolve the issue to your satisfaction within 5 business days, we will escalate the matter to a senior member of staff to investigate. You will receive an acknowledgement together with a copy of our complaints process promptly (typically within 5 business days). We will then aim to investigate and provide a

resolution as quickly as possible, providing a final response within 15 business days of receipt of your complaint. In exceptional circumstances that prevent resolution within 15 business days, we will send a holding response explaining the reasons for the delay and provide a final response within a maximum of 35 business days of receipt of your complaint.

If you remain dissatisfied with the response, you have up to 6 months from the date of our final response letter to escalate your complaint to the Financial Ombudsman Service ("FOS") for an independent assessment and opinion. You can send FOS an enquiry, or register a new complaint, by sending an email to complaint.info@financial-ombudsman.org.uk or by telephone on 0800 023 4567. Further information is available on the FOS website (www.financial-ombudsman.org.uk).

If your complaint is about data protection, for example if you consider your personal data has been handled incorrectly, you can refer your complaint to the Information Commissioner's Office ("ICO"). You can contact the ICO by telephone on 0303 123 1113 or by their live chat service (<https://ico.org.uk/global/contact-us/contact-us-public/public-advice/>). The ICO cannot act as your representative, award compensation or, apart from in the most serious cases, punish PDS for breaking the law, but they can help you understand how to best work with us to resolve your concern.

General

The Terms will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

The Terms, together with our Privacy Notice, constitute the entire agreement between you and PDS in relation to your use of the website and/or the Service.

The Terms do not confer any rights on any person or entity other than you and PDS.

In the event that any provision of the Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Governing Law and Jurisdiction

The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation shall be governing by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation.

Contact Information

Any questions, concerns or complaints regarding these Terms, the website and/or the Service should be emailed to info@oohMoolah.com. Alternatively, you can write us to at 1650 Parkway, Whiteley, Fareham, Hampshire PO15 7AH. You can also call us on 02394 211010.