

# HGi Media Systems Terms of Use

Issue: 1

Effective Date: October 14th, 2007



## Service:

- Moneygem web sites, sub-domains and services

## Primary Domain:

- Moneygem.com

By using moneygem web sites and services, you agree to be bound by the following terms and conditions (the "Terms of Use").

## Reservation

HGi Media Systems reserves that absolute right to suspend, ban or block any user from using the moneygem service at any moment (without notice) and for any reason it deems to be a conflict of interest or a violation of these terms of use.

## Disclaimer

Nothing within the moneygem web site is, or shall be deemed to constitute, financial, legal or other advice or a recommendation to apply for or legally interact with any financial product or service. Any and all information provided within the moneygem web site is for general information purposes only. We strongly recommend that independent professional advice be obtained before you legally interact with any financial product and / or service via the moneygem web site.

## Use of the moneygem web site and services

The use of the moneygem web site, and access to the moneygem web site, is subject to these terms and conditions, which you should read carefully. By using the moneygem web site you agree to be legally bound by these terms and conditions and agree to access the moneygem web site in an appropriate and lawful manner. If you do not accept these terms and conditions, please do not use the moneygem web site. Any use of the moneygem web site which is not in accordance with these terms and conditions is unauthorised, will constitute an actionable breach of contract and results in your right to use the moneygem web site ceasing immediately.

The information, services and products on the moneygem web site are intended for use by residents of the UK only, and are not aimed at or intended for use by residents of any other jurisdiction. The moneygem web site and

services is for your non-commercial, personal use only and must not be used for business purposes.

You must not misuse the moneygem web 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 the moneygem web site, the server on which our site and web services are hosted or any server, computer or database connected to our web server. You must not attack the moneygem web site via a denial-of-service attack or a distributed denial-of-service attack.

Any web-scraping of the moneygem web site is strictly prohibited, as are automated programs, robots, web-crawlers, spiders and data miners are also prohibited from accessing the moneygem web site or service.

You agree not to receive, access or transmit any content or data which is in breach of confidence, in breach of any intellectual property rights or otherwise objectionable or unlawful.

You agree not to circumvent any user authentication of the moneygem web site nor any host, network or account nor interfere with service to the moneygem web site nor knowingly or recklessly transmit any electronic content via the moneygem web site which shall cause or be likely to cause detriment or harm in any degree to computer systems or networks owned by HGi Media Systems or any third party.

You agree only to use (and access) the moneygem web site in accordance with the terms of use and in an appropriate and lawful manner and that a breach of the terms of use will constitute an actionable breach of contract.

If you violate systems or network security, you may incur criminal and / or civil liability and HGi Media Systems may, in its absolute discretion, fully co-operate with investigations of suspected criminal violations and / or violation of systems or network security.

## **Liability**

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the moneygem web site, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the moneygem web site or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the moneygem web site or any part of the content or materials are appropriate or available for use in the United Kingdom or in other jurisdictions where we provide our services. If you use the moneygem web site from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to the moneygem web site (which includes without limitation) any errors or omissions contained in the moneygem web site or if the moneygem web site is unavailable and we shall not be liable for any direct or indirect:

- Economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- Loss of goodwill or reputation;
- Special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of the moneygem web site and these terms and conditions.

Access to and use of the moneygem web site is at your own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

To provide increased value to users of this website, we may provide links to other web sites or resources (that are not owned or operated by HGi Media Systems) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked web site we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for:

(i) The privacy practices of such web sites, (ii) the content of such web sites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such web sites or resources or (iii) the use that others make of these web sites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external web sites or resources.

The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

The moneygem web site contains links to other web sites, which are hosted and maintained by third parties. We have no control over the content or security of any such site. You link to such web sites at your own risk, and we make no representations regarding the content of any such web site. We will

not be liable for any loss or damage, which may arise from the use of such third party web sites.

### **Exclusion of liability for third party provider's products and services**

The moneygem web site can be used to apply for a number of financial products and services. Please note that all of the financial products and services that appear on the moneygem web site are provided by third parties over whom we do not have control. If you apply for and legally interact with such products and services you will be contracting with a third party who will be providing such financial products and services on their own terms and conditions. You should check that you are happy with those terms and conditions before entering into such a contract. We accept no liability for any financial products or services provided by third parties.

### **Network Community**

While the administrators of the moneygem network community will attempt to remove or edit any generally objectionable user generated content as quickly as possible, it is impossible to guarantee the timely review of every network post, product review or comment. Therefore you acknowledge that all user generated content made to the moneygem web sites expresses the views and opinions of the author and not the administrators or HGi Media Systems.

You agree not to post any abusive, obscene, vulgar, slanderous, hateful, racist, threatening, sexually-oriented or any other inappropriate material (including unauthorised advertising) that may violate any applicable laws. Doing so may lead to you being immediately and permanently banned (and your service provider being informed). The IP address of all posts is recorded to aid in enforcing these conditions. You agree that the administrators of the moneygem network community have the right to remove, edit, move or deactivate any form of user generated content at any time should they see fit without offering reason.

When submitting content to the moneygem network community, you should ensure you own full copyright to the material. HGi Media Systems will not be liable for unauthorised material this is posted to the moneygem network community; responsibility will fall solely upon the offending user. By voluntarily submitting content (network posts, product reviews and comments etc.) you automatically grant full license to HGi Media System to publish, re-publish, re-produce, modify, merge and transmit in any form your content for both commercial and non-commercial gain.

### **Copyright**

All rights, save as expressly granted, are reserved. Reproduction in any form of any part of the content of the moneygem web site without prior written consent is prohibited unless for personal use only.

## **Trademarks**

The moneygem web site may contain trademarks belonging to other companies. No rights are granted in respect of any of the other companies' trademarks. All other trademarks and associated imagery are the trademarks, registered trademarks and / or copyright material of the respective owners.

## **Changes to the moneygem web site**

The content, design and information architecture of the moneygem web site are subject to change at any time without notification.

## **Ownership**

Moneygem (moneygem.com) is a financial comparison service that was launched in October 2007. The service is owned and operated by HGi Media Systems, a private partnership that is based in Cardiff, Wales (UK).

For more information visit <http://www.hg-i.com>

## **Privacy Policy**

Click to view the HGi Media Systems [Privacy Policy](#) for moneygem sites, services and domains.

## **Changes In 'Terms of Use' and moneygem services**

We may modify or terminate our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you will be fully aware of any changes.

## **General Disclaimers**

ALL DATA, INFORMATION AND OPINION IS PRESENTED 'AS IS' AND SHOULD NOT BE CONSIDERED OR USED AS LEGAL FINANCIAL ADVICE.

THE ACCURACY AND COMPLETENESS OF ANY DATA / INFORMATION CANNOT BE GUARANTEED AND NO WARRANTY OR REPRESENTATION IS GIVEN.

FAILURE TO MAINTAIN CREDIT CARD PAYMENTS MAY RESULT IN AN ADVERSE CREDIT RATING.

ALL CARD RATES QOUTED ARE 'TYPICAL' UNLESS STATED OTHERWISE. RATES MAY VARY DEPENDING ON INFORMATION SUPPLIED BY APPLICANT AND / OR CUSTOMER PROFILING / CREDIT SCORING.

FAILURE TO MAINTAIN LOAN RE-PAYMENTS MAY RESULT IN AN ADVERSE CREDIT RATING.

ALL LOAN RATES QOUTED ARE 'TYPICAL' UNLESS STATED OTHERWISE. RATES MAY VARY DEPENDING ON INFORMATION SUPPLIED BY APPLICANT AND / OR CUSTOMER PROFILING / CREDIT SCORING.

THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME. YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY OTHER DEBT SECURED ON IT.

ALL SECURE LOAN RATES QOUTED ARE 'TYPICAL' UNLESS STATED OTHERWISE. RATES MAY VARY DEPENDING ON INFORMATION SUPPLIED BY APPLICANT AND / OR CUSTOMER PROFILING / CREDIT SCORING.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

### **Miscellaneous Provisions**

These Terms of Use will be governed by and construed in accordance with the laws of England and Wales (United Kingdom), without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by HGi Media Systems.

If you have any questions or concerns about these Terms of Use, please [contact](#) us.