

TimeToFind Consumer Terms of Use

1. These terms

- 1.1 These terms and conditions and the Privacy Policy posted on our website set out the terms on which TimeToFind Limited ("**TTF**") offers you access to and use of our website, services, applications and tools or on which you purchase goods using our website (collectively the "**Services**"). By accessing or using our Services you confirm that you accept these terms and conditions and the Privacy Policy (collectively the "**Terms**") and that you agree to comply with them.
- 1.2 We may amend the Terms from time to time. Every time you wish to use our website, please check the Terms to ensure you understand the terms that apply at that time.

2. Information about us and how to contact us

- 2.1 **Who we are.** Timetofind.com is a site operated by TimeToFind Limited ("We"). We are a company registered in England and Wales. Our company registration number is 10876941 and our registered office is at 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH.
- 2.2 **How to contact us.** You can contact our customer service team by writing to us at enquiries@timetofind.com.

3. The TTF Platform

- 3.1 TTF offers an internet-based platform designed to connect consumers with agents and retailers authorised to market and sell goods (collectively the "**Authorised Sellers**" and individually "**Authorised Seller**") and enable them to transact with one another via the platform (the "**TTF Platform**").

4. TTF's Role

- 4.1 TTF allows Authorised Sellers to market and sell their products on the TTF Platform.
- 4.2 While TTF as a platform provider helps facilitate transactions that are carried out on the TTF platform, TTF is neither the buyer nor the seller of the Authorised Seller's products. TTF does not have possession of anything marketed or sold through the TTF Platform, and is not involved in the actual transaction between consumers and Authorised Sellers.
- 4.3 The contract formed at the completion of a sale for any products marketed and sold on the TTF Platform is solely between the consumer and the Authorised Seller.
- 4.4 The Authorised Seller assumes all liability in respect of:
 - 4.4.1 providing any consumer to whom it offers to sell any products with all information required by law and all other relevant information relating to the

contract for sale of goods, including without limitation the Authorised Seller's terms of business and delivery information, returns and cancellations policies, and information about how (if at all) it will use the consumer's personal data;

4.4.2 the marketing, sale and delivery of the products and for dealing with any product returns, buyer claims or any other issue arising out of or in connection with the contract between the consumer and the Authorised Seller;

4.4.3 any goods it sells through the TTF Platform, including any product warranty liability, warranties and representations made in respect of such goods; and

4.4.4 any failure to fulfil the consumer's expectations (whether in respect of delivery timescales, quality, safety, usability, completeness, fitness for purpose or any other aspect) or for any other liability which arises in respect of any goods sold by the Authorised Seller on the TTF Platform.

4.5 You acknowledge and agree that:

4.5.1 TTF is not the seller, supplier or provider of any goods any Authorised Seller may sell through the TTF Platform;

4.5.2 TTF is not and will not be a party to any contract that may come into existence between any Authorised Seller and any consumer to whom the Authorised Seller may sell any goods, nor does TTF assume any responsibility arising out of or in connection with any such contract; and

4.5.3 TTF will not be liable for any loss or damage suffered by the consumer as a result of his or her dealings with any Authorised Seller or any person, firm or company the consumer may come into contact with through the TTF Platform.

4.6 TTF does not review Authorised Sellers' availability of goods, prices offered to consumers or the contractual terms between the consumer and the Authorised Seller.

4.7 TTF has no control over and does not guarantee:

4.7.1 the existence, quality, safety or legality of any goods advertised or sold by Authorised Sellers on the TTF Platform;

4.7.2 the truth or accuracy of Authorised Sellers' content, offer for sale or feedback;

4.7.3 the ability of Authorised Sellers to sell the goods;

4.7.4 the ability of consumers to pay for purchased goods; or

4.7.5 that an Authorised Seller and the consumer will actually complete a transaction or return an item.

5. No TTF warranties and limitation of liability

- 5.1 TTF makes no express or implied warranties or representations of any kind that the operation of the TTF Platform will be uninterrupted or error-free and the parties agree that TTF will not be liable for the consequences of any interruptions or errors.
- 5.2 In respect of any goods offered for sale to consumers on the TTF Platform:
- 5.2.1 TTF makes no express or implied warranties or representations of any kind; and
- 5.2.2 TTF does not accept any liability or responsibility for the quality, safety, usability, completeness, fitness for purpose, legality or any other aspect of any such goods.
- 5.3 Nothing in this agreement shall limit or exclude the TTF's liability for: (a) death or personal injury caused by TTF's negligence or the negligence of its employees or agents; (b) fraud or fraudulent misrepresentation made by TTF; or (c) any implied contractual terms that cannot be excluded or limited under applicable law.
- 5.4 Other than as set out in clause 5.3 above and to the extent permitted by law, neither TTF nor any of its officers, directors, employees, representatives, subsidiaries, affiliated companies or others involved in creating, promoting, or otherwise making available the TTF Platform shall be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any direct, indirect, consequential or punitive damages, losses or costs suffered, including any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim suffered or incurred by a consumer arising out of or in connection with:
- 5.4.1 the provision of services, offer to sell or the supply of any goods by any Authorised Seller through the TTF Platform, including without limitation due to breach, negligent performance, unavailability of goods and services or failure or delay in performance by an Authorised Seller, its employees, agents or subcontractors;
- 5.4.2 any inaccuracy relating to the information about any goods offered for sale on the TTF Platform (including prices, availability and quality) by any Authorised Seller, its employees, agents or subcontractors;
- 5.4.3 death, personal injury or damage to property arising out of or in connection with defective goods offered for sale or sold by any Authorised Seller;
- 5.4.4 the use, inability to use or delay of the TTF Platform; and
- 5.4.5 any actual or alleged infringement of any third party's intellectual property rights arising out of or in connection with any Authorised Seller's sale or offer to sell goods to consumers on the TTF Platform.

- 5.5 TTF is not liable for any breach of an obligation under the Terms where it is unable to carry out its obligations because of any cause outside its reasonable control.
- 5.6 Other than the liability arising under clause 5.3, which is unlimited, TTF's total liability to any consumer will in no circumstances exceed 5% of the purchase price paid by a consumer for the purchase of a product on the TTF Platform.

6. Consumer enquiry and purchase conditions

- 6.1 When submitting an enquiry you as a consumer are responsible for providing accurate contact, billing and delivery details for the purchase of any products on the TTF Platform.
- 6.2 When confirming you wish to proceed with a bid by an Authorised Seller for the sale of a product on the TTF Platform, you as a consumer are responsible for reading the full bid details about the product for sale and the terms and conditions applicable for such sale between you and the Authorised Seller.
- 6.3 You acknowledge and agree that when you enter into a legally binding contract with an Authorised Seller to purchase a product from it you commit to:
- 6.3.1 buy such a product,
 - 6.3.2 pay the required purchase price to TTF on behalf of the Authorised Seller; and
 - 6.3.3 comply with any terms and conditions applicable for such a purchase between you and the Authorised Seller.
- 6.4 You are required to pay the purchase price to TTF on behalf of the Authorised Seller on the day when your purchase of a product is confirmed as accepted by the Authorised Seller or the next Business Day (being a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business).
- 6.5 Authorised Sellers and you as a buyer are responsible for complying with all laws and regulations applicable to international sales, purchases, and postage of products.

7. Consumer Returns

- 7.1 If you as a consumer wishes (within any permissible period) to return any products purchased from an Authorised Seller ("**Consumer Return**"), you need to return such goods to the Authorised Seller directly. TTF will not be responsible for dealing with any Consumer Return.
- 7.2 The Authorised Seller is responsible for deciding, in good faith and in accordance with good industry practice, the validity of each Consumer Return and what further action should be taken. Notwithstanding clause 7.3 or any other provision in the Terms, the

Authorised Seller is solely responsible and assumes all liability in respect of any Consumer Return.

- 7.3 If during the period of 15 Business Days after receipt by TTF of the purchase price for a product, the Authorised Seller agrees to refund a specified amount to the consumer who bought such a product ("**Refund Amount**"), such refund will be processed by TTF on behalf of the Authorised Seller, provided that if the Refund Amount exceeds the purchase price for a product the refund will only be processed by TTF if TTF has received a sufficient additional amount to cover such a refund from the Authorised Seller.

8. Consumer complaints

- 8.1 Any complaints or claims from a consumer in respect of any goods purchased from any Authorised Seller through the TTF Platform shall be dealt with by the Authorised Seller directly.
- 8.2 The Authorised Seller shall be directly responsible to a consumer for any failure to fulfil the consumer's expectations or for any other liability which arises in respect of any goods purchased from the Authorised Seller on the TTF Platform, save where such liability arises as a result of TTF's negligence.

9. How we may use your personal information

Our Privacy Policy sets out the terms on which we may process any personal data which we collect from you or that you provide to us.

10. Other important terms

- 10.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under the Terms to another organisation.
- 10.2 Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms.
- 10.3 **If a court finds part of the Terms illegal, the rest will continue in force.** Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.4 **Even if we delay in enforcing the Terms, we can still enforce them later.** 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 the Terms, 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.

10.5 **Which laws apply to this contract.** These Terms 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. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

11. We may make changes to our website

We may update and change our website from time to time to reflect changes to products, our users' needs and our business priorities.

12. We may suspend or withdraw our website

12.1 Our website is made available free of charge.

12.2 We do not guarantee that our website, 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 website for business and operational reasons.

12.3 You are also responsible for ensuring that all persons who access our website through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

13. You must keep your account details safe

13.1 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. You must not disclose it to any third party.

13.2 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 reasonable opinion you have failed to comply with any of the provisions of the Terms.

13.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@timetofind.com.

14. How you may use material on our website

14.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

14.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

- 14.3 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.
- 14.4 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 14.5 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 14.6 If you print off, copy or download any part of our website in breach of the Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. Do not rely on information on this site

- 15.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.
- 15.2 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

16. We are not responsible for websites we link to

- 16.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 16.2 We have no control over the contents of those sites or resources.

17. User-generated content is not approved by us

- 17.1 This website may include information and materials uploaded by other users of the site, including review boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.
- 17.2 If you wish to complain about information and materials uploaded by other users please contact us.

18. Exclusion of liability in connection with your use of our website and any content displayed on our website

18.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.

18.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

18.3 In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

18.4 Please note that we provide our website to consumers for domestic and private use. If you are a consumer you agree not to use our website for any commercial or business purposes, and we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19. Uploading content to our website

19.1 Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, any such user-generated content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are hereby deemed for all purposes to irrevocably and unconditionally grant us and other users of our website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

19.2 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

19.3 We have the right to remove any posting you make on our website if, in our opinion, is defamatory, obscene, offensive, hateful or inflammatory or in some other way is a

violation of any person's legal rights. We may review any posting you make on our website (including, for example, removing or amending the relevant posting) to deal with the content.

19.4 You are solely responsible for securing and backing up your content.

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

20.1 We do not guarantee that our website will be secure or free from bugs or viruses.

20.2 You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

20.3 You must not misuse our website 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 website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 will cease immediately.

21. Rules about linking to our website

21.1 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.

21.2 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.

21.3 You must not establish a link to our website in any website that is not owned by you.

21.4 Our website 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.

21.5 We reserve the right to withdraw linking permission without notice.

21.6 If you wish to link to or make any use of content on our website other than that set out above, please contact us.

22. Our trade marks are registered

22.1 Please see below registered trade marks of TimeToFind Limited. You are not permitted to use them without our approval, unless they are part of material you are using as

permitted under paragraph 14. In addition our website, applications and the TTF platform contain material which is owned by or licensed to us. Such material may include but is not limited to graphics, logos, page headers, button icons, scripts, and service names. TTF's trademarks and use of the aforementioned material may not be used in connection with any product or service that is not TTF's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits TTF. All other trademarks not owned by TTF that appear on our website, applications, tools and via the TTF platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by TTF.

Registered Trade Marks

