

Advantage™ Terms of Use

Oliphant & Rees Limited



The Companies Act of 2006

Company Limited by Shares

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Advantage™ Terms of Use

These terms and conditions create a contract between you and Oliphant & Rees Limited (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree."

A) BACKGROUND

Oliphant & Rees provides a membership service that provides our members with two tiers of access to our services and offers ("Advantage™ services") which may be used by employees of account holding companies ("Advantage™ compatible devices") under the terms and conditions of this Agreement.

The Advantage™ service ("Advantage™ service") is provided to you by Oliphant & Rees Limited, a limited liability company registered in England and Wales, company number 08868231. These Terms of Use govern your use of our services. As used in these Terms of Use, "Advantage™ service", "our service" or "the service" means the service provided by Oliphant & Rees.

B) ACCOUNTS

Standard Account

A company may apply to open a Standard Account which will entitle them to all Oliphant & Rees services at more competitive rates. The exact amount of discount provided, or their equivalent of, is subject to the circumstances and context relevant to the transaction as well as the reserved discretion of Oliphant & Rees. The Standard account will incur no fees to open, hold or close.

Premier Account

A company may apply to open a Premier Account which will entitle them to all Oliphant & Rees services at more competitive rates, and in addition, will provide access to our concierge service. The exact amount of discount provided, or their equivalent of, is subject to the circumstances and context relevant to the transaction as well as the reserved discretion of Oliphant & Rees. The concierge service will be provided free of charge to the highest-ranking officials of the account holding company only. If the account holding company is a company branch, the concierge service will be provided free of charge to the highest-ranking officials of the account holding branch only. The concierge service includes, but is not limited to, a dedicated phone line, an assistance and support service and a bookings service. The Premier Account will incur no fees to open, hold or close within the first 12 months. A regular monthly fee of £19.99, changed annually, will be billable thereafter.

C) QUALIFIED TRANSACTION & COMPENSATION DETAILS

Service Referral

An employee of an account holding company whose referral of our service leads to a use of a service within 28 days of said referral will earn £100.00 (GBP) credit with Oliphant & Rees which may then be used at Oliphant & Rees in relation to goods and services. All referrals must be declared up front by the individual who has been referred. All actions happening in a given month are locked at the point of sale. Approved transactions will be paid when they lock. Payout applies to the initial transaction only for returning customers.

Sale Referral

An employee of an account holding company whose referral of our company leads to the purchase of a unit of stock from Oliphant & Rees within 28 days of said referral will earn £250.00 (GBP) credit with Oliphant & Rees which may then be used at Oliphant & Rees in relation to goods and services. All referrals must be declared up front by the individual who has been referred. All actions happening in a given month are locked at the point of sale. Approved transactions will be paid when they lock. Payout applies to the initial transaction only for returning customers.

Finance

An employee of an account holding company who finances their vehicle purchase either in part or full through Oliphant & Rees will have access to our most competitive finance rates. All employees must declare themselves as employees of an account holding firm to Oliphant & Rees upon arrival to be eligible. All actions are locked at the point of sale if an employee does not declare themselves no retrospective actions will be taken.

D) BILLING

Billing Cycle

The membership fee for the Advantage™ service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership. In some cases, your payment date may change, for example, if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month.

Payment Methods

You can change your Payment Method by contacting us either via our website and visiting our contract section or by phone. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method. When you update your Payment Method, you authorise us to continue charging the updated Payment Method, and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates. For some Payment Methods, the issuer of your Payment Method may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

Cancellation

You can cancel your Advantage™ membership at any time, however, you will no longer have access to the Advantage™ service. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credit for any partial-annual membership periods for Oliphant & Rees services that have not been used. To cancel, go to the “Contact Us” section of our website (www.oliphantrees.com) and write to us requesting a cancellation of your membership to which we will communicate acknowledgement of receipt of your cancellation to you without delay. If you cancel your Advantage™ membership, your account will automatically close

Changes to the Price and Service Plans

We may change our service plans and the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 28 days following notice to you.

E) THE ADVANTAGE™ SERVICE

You must be a company registered in England and Wales to open an Advantage™ account.

Advantage™ services are for your non-commercial and employee use only. Your Advantage™ membership grants you a limited, non-exclusive, non-transferable, license to use Advantage™ services. Except for the foregoing limited license, no right, title or interest shall be transferred to you.

You may use the Advantage™ service primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such services. The services that may be available may vary and will change from time to time.

Oliphant & Rees regularly makes changes to the service. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of Oliphant & Rees service. Some Advantage benefits and service features may, at the discretion of Oliphant & Rees, be added, revised, be made temporarily unavailable or discontinued altogether.

You may only use the Advantage™ services, unless stated otherwise, during business hours. No provisions, assurances or guarantees, either explicit or implied, should be considered as superseding this clause.

You agree to use the Oliphant & Rees service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on the use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) content and information contained on or obtained from or through the Advantage™ service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Advantage™ service; use any robot, spider, scraper or other automated means to access the Advantage™ service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Advantage™ service; insert any code or product or manipulate the content of the Advantage™ service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Advantage™ service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

F) ACCOUNT ACCESS AND USE

The authorised representative who opened the Advantage™ account on behalf of their company and whose Payment Method is charged (the "Account Owner") has access and control over the Advantage™ account and will in turn have the discretion of providing access to our services to the employees of the company of they represent either in full or partial capacity. To maintain control over the account and to prevent anyone from accessing the account, the Account Owner should maintain control over the distribution of Advantage™ services distribution. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, Oliphant & Rees or our partners from identity theft or other fraudulent activity.

Authorised employees of account holding companies may, at the discretion of Oliphant & Rees, be required to evidence their employment at an account holding company and subject to further checks, under the terms of use of this agreement, may authenticate any evidence provided by contacting the relevant manager of said employee for confirmation of employment.

G) MISCELLANEOUS

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

Account Support

If you need assistance with your account, please contact Lewis Worrow directly through the “About Us” section of our website (www.oliphantrees.com). In certain instances, such as general enquires relating to a specific service, Customer Service may best able to assist you. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will supervene.

Severability

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Changes to the Terms of Use

Oliphant & Rees may, from time to time, change these Terms of Use. We will notify you at least 28 days before these new Terms of Use apply to you.

Electronic Communications

We will send you information relating to your account (e.g. payment authorisation, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.