

Monimine Limited

Our terms

1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

“**Confirmation**” means your agreement for Us to provide the Services to you under these Terms as indicated by your ticking of the Confirmation Box;

“**Confirmation Box**” means the box at the end of these Terms, ticking of which indicates your acceptance of these Terms;

“**Contract**” means Our contract with you to perform the Services as defined in clause 2.5;

“**DPA**” means the Data Protection Act 1998;

“**Data Controllers**” has the meaning given to it in the DPA and are the people who or organisations which determine the purposes for which, and the manner in which, any Personal Data is processed;

“**Event Outside Our Control**” has the meaning given to it in clause 11.2;

“**Financial Institutions**” means third party financial organisations including, but not limited to pension providers, insurance companies, banks and building societies; and any online portal liaising with the said financial organisations.

“**Personal Data**” has the meaning given to it in the DPA and is the data relating to a living individual who can be identified from that data (or from that data and other information in our possession) and includes factual information such as a name, address, or date of birth;

“**Privacy Policy**” means Our privacy policy referred to in clause 3.4 and available at www.monimine.com/privacypolicy;

“**Services**” means the service We provide which is a search, using data capture software, for matches between Financial Institution data and the User Provided

Content to reconnect Users with their financial assets, which may include contacting the relevant Financial Institutions, on your behalf

“**Terms**” means the terms and conditions set out in this document;

“**Third Party Data**” means the Personal Data of any living individuals other than you, and deceased individuals who bear the following relation to you mainly; father, mother, grandfather, grandmother; which you wish to provide to Us in connection with the Services;

“**User Provided Content**” means the data you submit to Our website including your Personal Data, any Third Party Data as well as data from non-living individuals which We will use to provide the Services;

“**We/Our/Us**” means Monimine Limited;

“**Website**” means Our website at www.monimine.com or any replacement website address.

In these Terms:

- 1.1.1 when We use the words “writing” or “written”, this will include e-mail unless We say otherwise;
- 1.1.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- 1.1.3 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Our contract with you

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details in these Terms are complete and accurate, before you tick the Confirmation Box below.

- 2.3 Your decision to provide any Third Party Data, whether by submitting the Third Party Data to Our Website or otherwise, is your responsibility.
- 2.4 In providing the User Provided Content you represent that you have the right to do so and that, where the User Provided Content incorporates Third Party Data, you have notified, and obtained the consent from, any third parties as required under the DPA. Upon Our request you will agree to provide Us with any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with this clause 2.4. We also reserve the right to contact relevant third parties directly to notify them of your use of their data.
- 2.5 These Terms will become binding on you and Us when you tick the Confirmation Box at which point the contract (the "**Contract**") will come into existence between you and Us.

3 How we may use your personal information

- 3.1 We are the Data Controller, collecting the information obtained submitted to the Website, for the Services. You hereby authorise us to act for and on your behalf for all purposes limited to carrying out the services. This includes but is not limited to liaising with Financial Institutions on your behalf and where feasible obtaining information from these institutions for the purpose of carrying out the services. Such information requested may include account and policy details held in the name of You or any third party data. We may transfer the information provided to Us to Financial Institutions to the extent necessary to perform the Services including acting on your behalf to release your data to search for matches with the Financial Institution data as well as other relevant third parties for the purpose of locating unclaimed assets only. By ticking the Confirmation Box and submitting any information to Our website you authorise the transfer of data to the third parties referred to in this clause **Error! Reference source not found.** to meet the purposes for which the information was submitted.
- 3.2 We will use the Personal Data you provide to Us to:
- 3.2.1 provide the Services; and
- 3.3 We will not give your Personal Data to any third party other than those referred to in clause **Error! Reference source not found.** above.
- 3.4 We will process your Personal Data in accordance with our Privacy Policy which is available at www.monimine.com/privacypolicy.

- 3.5 All information you provide to Us is stored on Our secure servers. Where We have given you (or where you have chosen) a password which enables you to access certain parts of Our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 3.6 We will only hold information collected from you as long as it takes to fulfil the Services. Once the Services are completed all information will be destroyed.
- 3.7 As our Services are not intended for children you must be at least 18 years old to use the Services. We understand the importance of protecting children's Personal Data, especially online and do not knowingly collect or use any Personal Data about children.
- 3.8 In relation to security issues, have taken technical measures and implemented IT policies to ensure that all Personal Data is protected from unauthorized access, improper use, disclosure, unlawful modification, unlawful destruction or accidental loss.
- 3.9 Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your Personal Data, We cannot guarantee the security of your Personal Data transmitted to Our site and any transmission is at your own risk.

4 Your compliance obligations

- 4.1 Generally, you must comply with all applicable laws and refrain from infringing any third party rights or interests (including privacy and intellectual property rights) and you shall not knowingly, wilfully or recklessly submit inaccurate, defamatory or offensive User Provided Content to the Website.
- 4.2 We only supply the Services for personal and private use. You agree not to use the Services, or any product of the Services, for any commercial, charity, business or re-sale purpose. Business or charity users must contact Us directly.

5 Changes to the Services or Terms

- 5.1 We may revise the Terms from time to time in accordance with changes in relevant laws and regulatory requirements and We will give you at least one month's written notice of any changes to these Terms before they take effect.

5.2 If you wish to cancel the Contract before it has been fulfilled, please see your right to do so in clause 12.

6 Providing services

6.1 We will make every effort to complete the Services within a reasonable period of time. However, there may be delays due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.

6.2 We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

6.3 Suspension of the Services under clause 6.2 does not constitute a breach of Our obligations under the Contract.

7 If there is a problem with the Services

7.1 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8 Price

8.1 Our provision of the Services to is free of charge to you. We are paid by the Financial Institution for the performance of the Services.

9 No warranty

9.1 We do not extend or express any warranties or representations as to the quality and/or accuracy of the User Provided Content and We expressly disclaim and exclude any implied warranties, conditions and/or representations to the maximum extent permissible under applicable law. We do not warrant that Our Website or any emails which may be sent by Us are free of viruses or any other harmful components.

10 Our liability to you

10.1 We limit Our liability to the maximum extent permissible under applicable law. In particular, We shall not be liable for any loss or damage that We cause unintentionally and We shall not be liable to you for any of the following types of loss or damage,

whether in contract, tort (including negligence) or otherwise (whether such loss or damage was foreseeable, known or otherwise):

- 10.1.1 loss of revenue;
- 10.1.2 loss of actual or anticipated profits;
- 10.1.3 loss of the use of money;
- 10.1.4 loss of anticipated savings;
- 10.1.5 loss or corruption of, or damage to, data systems or programmes; or
- 10.1.6 any indirect or consequential loss or damage howsoever caused, provided that nothing in these Terms will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law.

If you are using Our Services as a consumer, your mandatory, statutory rights shall be unaffected.

10.2 We do not exclude or limit in any way Our liability for:

- 10.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; and
- 10.2.2 fraud or fraudulent misrepresentation.

11 Events Outside Our Control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- 11.3.1 We will contact you as soon as reasonably possible to notify you; and
 - 11.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 11.4 You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 12. We will only cancel the Contract if the Event Outside Our Control continues for longer than 6 weeks in accordance with Our cancellation rights in clause 12.

12 Your rights to cancel

- 12.1 You may cancel the Contract at any time by providing Us with at least 30 calendar days' notice in writing.
- 12.2 You may cancel the Contract with immediate effect by giving Us written notice if:
 - 12.2.1 We break the Contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
 - 12.2.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - 12.2.3 We change these Terms under clause 5.1 to your material disadvantage;
or
 - 12.2.4 We are affected by an Event Outside Our Control.

13 Our rights to cancel

- 13.1 We may have to cancel a Contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- 13.2 Once We have begun to provide the Services to you, We may cancel the Contract at any time by providing you with at least 30 calendar days' notice in writing.

13.3 We may cancel the Contract at any time with immediate effect by giving you written notice if you break the Contract in any material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

14 Information about us and how to contact us

14.1 We are a company registered in England and Wales. Our company registration number is 08748611 and Our registered office is at Unit 16, Philip Ford Way, Wymondham, Norfolk, NR18 9AQ.

14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by e-mailing Us at info@monimine.com.

14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the Contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Monimine Limited at Unit 16, Philip Ford Way, Wymondham, Norfolk, NR18 9AQ or by emailing Us at info@monimine.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Contract.

15 Other important terms

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

15.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

15.3 The Contract is between you and Us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these 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.

15.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to

comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

- 15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.