

MyALPHERA Finance.

Terms and Conditions.



www.alphera.co.uk



ALPHERA
Financial Services

OUR AGREEMENT WITH YOU FOR USING MyALPHERA FINANCE. YOU'LL NEED TO READ AND ACCEPT THEM TO REGISTER AND USE MyALPHERA FINANCE.

INFORMATION ABOUT US

BMW Financial Services (GB) Limited

Myfinance.alphera.co.uk is a site ("our site") operated by BMW Financial Services (GB) Limited ("we", "us" and "our"). We are registered in England and Wales under company number 01288537 and have our registered office at Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB (trading as ALPHERA Financial Services).

We are authorised and regulated by the Financial Conduct Authority under Firm Reference Number 312578. You can check this on the **FCA's register**. We are registered with the Information Commissioner as Data Controller under registration Z5319060.

We are members of the Finance and Leasing Association (FLA) and the British Vehicle Rental and Leasing Association (BVRLA).

BMW AG

BMW AG is the ultimate parent of ALPHERA Financial Services and references to "BMW AG" are to Bayerische Motoren Werke Aktiengesellschaft whose address is Petuelring 130, 80788 Munich, Germany. There are parts of our site that are operated by BMW AG, this is because some of our information technology is supported by our parent.

BMW Group

References to "BMW Group" are references to any company within the BMW Group of companies with the ultimate parent being BMW AG.

INFORMATION ABOUT MyALPHERA FINANCIAL SERVICES

MyALPHERA Finance is an online self-service portal available to ALPHERA Financial Services customers who have entered into credit and or hire agreements with us ("you", "your" and "yours"). By registering to use our site, you can obtain access via the internet or other electronic services to a dedicated customer area on our site where you can:

- access your documents (such as agreement information and statements)
- access correspondence on the account between us; and
- have access to a range of communication tools to send secure messages to us (together or separately the "Service")

If you wish to use our site and Service, then there are some terms we would like you to read and if you agree, accept before you can register with us. We set these out below and by accepting the terms; you are agreeing to be bound by them for the duration of your use of our site and Service.

TERMS OF USE

Please read these terms of use carefully before you start to use our site and Service, as these will apply to your ongoing use of both. We recommend that you print a copy of this for your future reference.

By clicking on the "accept" button, you confirm that you accept these terms of use and you agree to comply with them.

If you do not agree to these terms of use, you must not accept them; this does mean you will not be able to proceed further with your registration and will not be able to use our site and Service.

These terms of use come into force from the time you accept them and shall continue for an indefinite period and for as long as you use our site and Service. They may change from time to time.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site and Service:

- our Legal Notice – **click here to view**
which sets out a little more legal information on our company and our website terms. Where there is a conflict between the terms on our site and the Legal Notice, the terms of our site shall take precedence in relation to our site
- our Privacy Policy – **click here to view**
which sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site and Service, you consent to such processing and you warrant that all data provided by you is accurate. Please also see the section below on 'Personal Data'
- our Cookie Policy – **click here to view**
which sets out information about the cookies on our site

CHANGES TO THESE TERMS

We can change any part of these terms of use at any time by amending this page. We will always act reasonably when we do so. These terms of use will only be changed for any of the following reasons:

- we reasonably believe that the change would make these terms easier to understand or fairer for you
- we need to make the change as a result of changes in law, the decision of an Ombudsman or other regulatory requirement
- we're making the changes as a result of changes in industry codes or agreements, technology or the systems we use to run our business, or to reflect good practice but we will only do this if it is favourable or more favourable to you
- to introduce changes to our site or a new Service

Please check this page from time to time to take notice of any changes we made, as they are binding on you. You are free to stop using our site at any time if you do not want to accept any change we make to these terms of use.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the Service, functionality and content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, Service, functionality or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available to you free of charge.

We do not guarantee that our site, Service or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site and Service without notice. We will not be liable to you if for any reason our site and or Service is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection or electronic services are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

You will be required to enter a number of security details in order to log into your account on our site. To access your account on our site, you will be asked to set up security details as part of the registration process. You will need to provide your first and last name together with an email address (which will be your user name or user identification code) and a password of your choice. You will be prompted to enter details of your customer agreement number and invited to receive an authentication code ("Authentication Code"). Once you have requested the Authentication Code, we will send you the Authentication Code by short message service ("SMS") or text message to a mobile number you have provided to us.

Once you receive an Authentication Code, you will be requested to input that code as part of the registration process.

If you do not receive an Authentication Code or the number on your customer agreement is not recognised, you can contact us at the following:

Department: Customer Services

Telephone: **0370 5050 125**

Email: **customer.services@alpherafs.co.uk**

You must keep all security details for accessing our site secret (this includes your login details for our site e.g. username, Authentication Code or other user identification code and password or any other piece of information as part of our security procedures) and take reasonable precautions to prevent them becoming known to another person.

You must take reasonable steps to maintain the security of your device, for example:

- make sure your device is locked when you're not using it
- keep your device free of viruses, malware or spyware
- log out of our site when you've finished (you should never rely on us automatically logging you out)
- avoid using unsecure or unencrypted Wi-Fi
- only use public Wi-Fi hotspots if you know they are trustworthy – fraudsters can set up malicious Wi-Fi networks that could intercept your data

You must not:

- write down or record your security details for our site in a way which could be understood by someone else
- let anyone know or use your security details
- leave your device unattended after you've logged into our site
- let anyone else use your device if you are logged into our site
- set up a public computer as a computer you want us to recognise e.g. in an internet cafe

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 these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us either by telephone on **0370 5050 125**, or by email to **customer.services@alpherafs.co.uk**.

INTELLECTUAL PROPERTY RIGHTS

The names, logos and images on our site which identify any BMW Group company, or third parties and their products and services are proprietary marks of BMW AG and/or the relevant third parties. Nothing contained in our site shall be deemed to confer on any person any licence or right on the part of BMW AG or any third party with respect to any such name, logo or image. All such rights are reserved.

The copyright in the material contained in our site belongs to a BMW Group company or its ultimate parent, BMW AG or their licensors. No person may copy, modify, transmit, distribute, display, reproduce, publish, license or create works from any part of this material or otherwise use it for any public or commercial use without the prior express written permission of BMW. You may only view or print individual pages for your own personal use.

The Service and technology or processes described in our site may be subject to other intellectual property rights reserved by BMW Group companies or their licensors or any relevant third parties. No licence is granted in respect of such intellectual property rights.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only and the information stored on our site will be electronic copies of documents relating to your agreement and correspondence between us. 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 site.

Although we make reasonable efforts to update the information on our site, we make no

representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date. The information stored on our site will relate to your agreements and correspondence between us.

OUR LIABILITY TO YOU

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site, Service or any content on it, whether express or implied.

We will not be liable to you or any user 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 site; the Service or
- use of or reliance on any content displayed on our site or through the Service

If you are a business user, please note that 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

If you are a consumer user, please note that we only provide our site and Service for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

ACCEPTABLE USE AND CONTENT STANDARDS

If we make available and should you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the acceptable use requirements and content standards set out below:

PROHIBITED USES

You may use our site and Services only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm minors in any way
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- 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:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use
- not to access without authority, interfere with, damage or disrupt:
 - any part of our site or Service
 - any equipment or network on which our site is stored
 - any software used in the provision of our site, Service; or
 - any equipment or network or software owned or used by any third party

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- chat rooms
- bulletin boards
("Interactive Service")

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of the content standards, whether our site or Service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site ("Contributions"), and to any Interactive Services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- comply with applicable law in the UK and in any country from which they are posted

Contributions must not:

- contain any material which is defamatory of any person
- contain any material which is obscene, offensive, hateful or inflammatory
- promote sexually explicit material
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe any copyright, database right or trade mark of any other person
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- be likely to harass, upset, embarrass, alarm or annoy any other person
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from us, if this is not the case
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of the acceptable use and content standard through your use of our site or Service. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with our acceptable use and content standards constitutes a material breach of these terms of use upon which you are permitted to use our site and Service, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site and Service
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site
- issue of a warning to you
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- further legal action against you
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary

We exclude liability for actions taken in response to breaches of our acceptable use and content standards. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE AND CONTENT STANDARDS

We may revise our acceptable use and content standards at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in our acceptable use and content standards herein may also be superseded by provisions or notices published elsewhere on our site.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

VIRUSES

We do not guarantee that our site or Service will be secure or free from bugs or viruses.

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

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

LINKING TO OUR SITE

You must not establish a link to our site in any website.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and does not imply that we endorse or have approved the linked site. We have no control over the contents of those sites or resources.

PERSONAL DATA

Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. This should be read in conjunction with the 'Use of your information' section of your product terms and conditions which gives you more details.

The information that we may collect and store will include any information you enter and submit on our site, including your name, address and email addresses.

We might also collect your IP address and other unique information to identify the device you are accessing our site and the Service from. This will be used for analysis purposes to help us understand how you use our site or Service and help us improve our service. We might also collect information from you device and Wi-Fi connection to assist us in making sure our site and the Service are safe to use on your device and in detecting and preventing fraud (such as mobile number, IMEI number, application and device logs including malware presence, root or jailbreak status and location). It will not be used to personally identify you, unless we suspect fraud.

Your information will be used to process and provide any service that you request from us. The security information you set up will be used to help prevent unauthorised or fraudulent use of our site or Service. We may use your contact details (mobile phone or postal address) when we set up or resister your security details to confirm your identity. We will use other members of the BMW Group to process your personal information and may transfer and store your information outside the European Economic Area, but we will ensure that appropriate security measures are taken to protect your personal data in line with the appropriate Data Protection laws that apply.

APPLICABLE LAW

These terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

We hope enjoy using MyALPHERA Finance and will do our very best to provide you with a self service tool that enhances your experience of interacting with us. If you want to contact us about these terms, you can do so using the following details:

By sending us a secure message via our site

By email: **customer.services@alpherafs.co.uk**

By phone: **0370 5050 125**

By writing to us at Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN