Terms and Conditions Important Legal Notice

ATTENTION: THIS LEGAL NOTICE APPLIES TO THE ENTIRE CONTENTS OF THIS WORLD WIDE WEBSITE AND TO ANY CORRESPONDENCE BY EMAIL BETWEEN US AND YOU ("SITE"). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE. USING THIS SITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS SITE. "WE" REFERS TO THE OWNERS OF THIS WEBSITE.

1. Introduction

1.1 On visiting this Site, you will be able to access most areas of the Site without registering your details with us. Certain areas of this Site may only be open to you if you register.

2. Service Access

- 2.1 Whilst We endeavour to ensure that this Site is normally available 23 hours a day, We will not be liable if for any reason this Site is unavailable at any time or for any period.
- 2.2 Access to this Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

3. User Communication

- 3.1 Other than personally identifiable information, which is covered under the privacy policy material and content, information or other communication you transmit or post to this Site ("Communications") will be considered non-confidential and non-proprietary. We will have no obligations with respect to Communications. We and its designees will be free to copy, disclose, distribute, incorporate and otherwise use Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.
- Communications that are unlawful, threatening, libellous, defamatory, obscene, indecent, seditious, offensive, defamatory, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or for which you have not obtained all necessary licences and/or approvals or which may cause annoyance or inconvenience or other material and content that would violate any law. You also agree that any Communications you make shall not constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party enforceable in any part of the United Kingdom, the European Union, the United States or any other country.
- 3.3 You must not transmit any technically harmful Communications to or through this Site (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or engage in other practices of misuse (including,

without limitation, hacking). We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any such materials or content.

4. Links To and From Other Websites

- 4.1 Links to third party websites on this Site are provided solely as a convenience to you. If you use these links, you may leave this Site. We may not have reviewed all of these third party sites and do not control and are not responsible for any of these sites or their content. Thus, we do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.
- 4.2 If you would like to link to this Site you may only do so on the basis that you link to, but do not replicate, the home page of this Site and subject to the following conditions:
- 4.2.1 You do not remove, distort or otherwise alter the size or appearance of the logo;
- 4.2.2 You do not create a frame or any other browser or border environment around this Site;
- 4.2.3 You do not in any way imply that We are endorsing any products or services other than its own;
- 4.2.4 You do not misrepresent your relationship with us nor present any other false information about us;
- 4.2.5 You do not otherwise use any trademarks displayed on the Site without express written permission from us;
- 4.2.6 You do not link from a website that is not owned by you; and
- 4.2.7 Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 4.3 We expressly reserve the right to revoke the right granted in paragraph 4.2 for breach of these terms and take any action it deems appropriate.
- 4.4 You shall fully indemnify us for any loss or damage suffered by us or any of our group companies for breach of paragraph 4.2.

5. <u>Disclaimer</u>

- 5.1 Whilst we endeavour to ensure that the information on this Site is correct, we do not warrant the accuracy and completeness of the material on this Site. We may make changes to the material on this Site, or to the products and prices described in them, at any time without notice. The materials on this Site may be out of date, and we make no commitment to update the material on this Site, however we endeavour to make sure all critical information is as up to date as possible.
- 5.2 The material provided at this Site are provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Site on the basis that We exclude all

representations (except fraudulent representations and representations as to matters fundamental to the use of this Site), warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this notice might have effect in relation to this Site.

6. Liability

- 6.1 We exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party as a result of providing this Site or arising out of the use, inability to use, or the results of use of this Site, any websites linked to this Site, or the materials, content or information contained at any or all such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any materials or contents from this Site or any sites linked to this Site.
- 6.2 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Site), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them shall not be liable in connection with this Site in any way or in connection with the use, inability to use, or the results of use of this Site, any websites linked to this Site, or the material on such sites, for any loss or damages of any kind howsoever arising, including without limitation, any direct, indirect, punitive or consequential loss or damages or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption and whether or not any such loss or damages in this paragraph 5.2 is foreseeable, known or foreseen or otherwise and whether in tort (including without limitation negligence), contract or otherwise.
- 6.3 Nothing in this legal notice shall exclude or limit our liability for death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1677) or for fraudulent misrepresentation or for misrepresentation as to a matter fundamental to our ability to undertake such obligations and responsibilities as We have under this legal notice.
- 6.4 If your use of the material on this Site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof.

7. General

- 7.1 By accessing any part of this Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Site immediately.
- 7.2 We may revise this legal notice at any time by updating this posting. You should check this Site from time to time to review the then-current legal notice because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

7.3 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the non-exclusive jurisdiction of the English courts.

8. Advice

8.1 The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

9. <u>Information</u>

9.1 The information contained within this site is for guidance only and is based on information from third parties. Whilst we endeavour to ensure the information provided comes from reputable sources we cannot be held responsible for the accuracy of the information. No representation is made as to its accuracy or completeness and it is not intended to constitute professional or legal advice. No warranty is offered.

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