

## STR LTD TERMS OF USE

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To access certain areas of the Site you may be required to register with us. In completing the registration process you must provide us with current, complete and accurate information as prompted by the applicable registration form. You may also be required to choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

### USE OF THE SITE AND CONTENT

You are only permitted to use this Site as expressly set out in these Terms for your own personal use. The Site shall not be used:

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- To circumvent user authentication or security or any network, account or host
- In any way that damages, disables or impairs the Site
- To copy, reformat, modify, distribute, license, transmit, sell or publish any content or any information obtained by you whilst using or accessing the Site except as expressly allowed by these Terms
- To obtain material which is used in a defamatory, obscene, discriminatory or inappropriate manner
- To post any defamatory, abusive, threatening, discriminatory or obscene material
- To recklessly or knowingly transmit any electronic content containing viruses or electronically defective or harmful through the Site
- To display, distribute, modify, publish any content obtained by you whilst using or accessing the Site

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You are solely responsible for any information submitted by you to the Site and must ensure that the information is true, accurate, up to date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trade mark or other intellectual property rights of any person in any jurisdiction. You are also

responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any systems or data prior to being submitted to the Site. We reserve the right to remove any information supplied by you from the Site at our sole discretion at any time and for any reason without being required to give any explanation.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

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 site constitutes a violation of their intellectual property rights, or of their right to privacy.

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

You must not misuse our site 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 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.

We will process any personal data which you provide in accordance with UK data protection legislation. We explain more about your personal data in our Privacy Notice.

## ACCURACY OF INFORMATION

Whilst we make every effort to ensure that the information on the Site is accurate and complete, some of the information is supplied to us by third parties and we are not able to check the accuracy or completeness of that information. We do not accept liability arising from any inaccuracy or omission in any of the information on the Site or any liability in respect of information on the Site supplied by you, any site user or any other person. Every effort is made to keep the Site running smoothly and fault-free however we take no responsibility for and will not be liable for the Site being temporarily unavailable for reasons of maintenance/improvement or due to technical issues beyond our control. We may amend, suspend or discontinue any aspect of the Site at any time.

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## LIMITATION OF LIABILITY AND INDEMNIFICATION

### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms and Conditions when we enter into a contract with you.

### **If you are a business user:**

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

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 site; or
- use of or reliance on any content displayed on our site.

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 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.

Subject to the above, no liability is accepted by STR Ltd. for any loss or damage which may arise out of any person relying on or using any such information on this site. We shall not be liable for loss of revenue (including but not limited to loss of or corruption to data; loss of opportunity; loss of the use of money, loss of anticipated savings; loss of goodwill; loss of business; loss of damage or reputation; loss of management or administration time, legal and other professional fees and expenses; or loss of or damage to employment prospects). We shall not be liable of indirect or consequential loss of damages however caused (including without limitation by reason of misrepresentation, negligence, other tort, breach of contract or breach of statutory duty) which arise directly or indirectly from the subject matter of this Site. However, nothing in the above shall limit or exclude our liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

You agree to indemnify and hold STR Ltd. harmless from and against any claim brought by a third party resulting from your use or access of this Site or the provision of content in respect of all losses, costs, actions, proceedings, claims, damages, expenses or liabilities (including indirect or consequential losses, loss of profit, loss of reputation) whatsoever suffered or incurred directly or indirectly as a consequence of such use or your breach of these Terms.

## TERMINATION

We may terminate, suspend or revoke your registration and/or deny you access to the Site or any part of it (including services, goods or information available on or through the Site) at any time in our absolute discretion and without any explanation or notification.

## MISCELLANEOUS

Our site is made available free of charge.

We do not guarantee that our site, 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 site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

The use of the Site and any agreements entered into through the Site are governed and construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of the Site or any agreement made through the Site.

If any provision of these Terms is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

These Terms may be changed by us at any time. You will be deemed to accept the Terms (as amended) when you next use the Site following any amendment.

A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce a provision of these Terms.