

Protel Capex Project Analytics Website Terms and Conditions of Use

Definitions

The website at the address analytics.myprotel.co.uk ("the Website") is operated by Protel Associates Ltd, Company Number 3499257 (England) and whose registered address is Carleton House, 266-268 Stratford Road, Shirley, Solihull B90 3AD ("Protel").

The Website is an on-line portal intended for the use of approved registrants ("the Registrant") for the purposes of accessing information provided by Protel ("the Information").

Please read these Terms & Conditions carefully before using the Website. By accessing any part of the Website you will be deemed to have accepted these Terms & Conditions in full. If you do not accept these Terms & Conditions you must leave the Website immediately. Protel will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

Protel may revise these Terms & Conditions at any time by posting an update on the Website. Your continued use of the Website after any such change constitutes your acceptance of the new Terms & Conditions and they will be binding on you. You should therefore check the Website from time to time to review the then current Terms & Conditions.

Disclaimer

While Protel will endeavour to ensure that the Website is permanently available, it will not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

You acknowledge that while Protel endeavours to ensure that the Information and any related material provided to you by Protel, is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by Protel. You acknowledge that the Information should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision. You acknowledge that some of the content may be supplied by third parties and Protel does not guarantee the accuracy and completeness of it.

Protel will use reasonable endeavours to ensure that the Website and the Information do not contain or promulgate any viruses or other malicious code. However, it is recommended that you virus check all such materials and regularly check for the presence of viruses and other malicious code.

Protel reserves the right to remove, either temporarily or permanently, any Information, pages or functions of the Website without prior notice.

Registration

Access to the Website requires account login details which include your email address as provided by you and an automatically generated password.

Your account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

- maintain the security of your password and be fully responsible for all use of the Website made using your login details;
- immediately notify Protel if you become aware of any unauthorised use of your login details or any other breach of security by sending an appropriately worded email to analytics@protelprojects.com;
- ensure that you exit from your Website account at the end of each session.

Restriction, Suspension or Cancellation of Access

If, for any reason, Protel believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, restrict, suspend or cancel your access to the Website immediately and without giving you any advance notice.

Use of Website Content

The specification, design and content of all and any information supplied by Protel (including the copyright, design right or other intellectual property in it) shall remain the property of Protel.

No right or license is granted under these Terms & Conditions to the Registrant under any patent, trademark, copyright, registered design or other intellectual property right except the right to use the information by the Registrant for the purposes of the Registrant's business.

No reproduction or distribution of the information in any format is allowed without the written consent of Protel other than for the use by the Registrant for the purposes of the Registrant's business.

Viruses, Hacking and Other Offences

You must not misuse the Website 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching these provisions, 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 access the Website will cease immediately.

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

Links To and From Other Websites

Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. Protel has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Protel therefore

does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

You must not create a link to the Website from any other website without Protel's express written permission.

Acceptable Use Policy

You may use the Website and our services only for lawful purposes. Unacceptable use includes, but is not limited to the following:

- any use that breaches applicable local, national or international law or regulation;
- for the purpose of harming or attempting to harm minors in any way;
- any use which contravenes the virus and hacking provisions as set out above;
- uploading, posting, emailing or otherwise transmitting any content that is directed to inciting or producing imminent conduct that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable and is likely to produce such conduct;
- impersonation of any person or entity or otherwise misrepresenting your affiliation with a person or entity;
- forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the system;
- uploading, posting, emailing or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- uploading, posting, emailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes";
- interfering with or disrupting the Website's system or servers or networks connected to the Website's system, or disobeying any requirements, procedures, policies or regulations of networks connected to the Website's system;
- collecting or storing personal data about other users without their knowledge;
- promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals.

We may, at our sole determination, decline to offer email or online support to any user who uses offensive or abusive language or is otherwise in breach of any of our terms, including this Acceptable Use Policy.

Trade Marks

All Protel trademarks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of Protel and may not be used by you for any purpose without the prior written consent of Protel, other than for the purpose of referring to Protel lawfully and in good faith.

Limitation of Protel's Liability

Protel will not be liable to you for any loss or damage caused by Protel or its employees or sub-contractors.

Privacy and Cookies

The provision of personal information by you and use of it and cookies by Protel is subject to Protel's separate Privacy Policy.

General

In the event that any provision of these Terms & Conditions is held to be invalid or unenforceable, the remainder of these Terms & Conditions shall remain valid and enforceable.

These Terms & Conditions shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction.