

TERMS AND CONDITIONS OF USE OF WEBSITE

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of this website and those listed on the 'Contact Us' page of the domain name [Applied IT Savings](#) (the "Website(s)") and to any correspondence by e-mail between us and you. Please read these terms and conditions carefully as they contain important information with respect to your use and rights when using our web sites. The terms contained in this legal notice shall collectively be known as "these Terms". Using our Website indicates that you accept these terms regardless of whether or not you choose to register with us, or purchase a service or product from us. In which case additional terms shall apply to your relationship with us. If you do not accept these terms, do not use our Website. This notice is issued by Applied IT Services Limited (the "Company"), whose address is Pera Business Park, Nottingham Road, Melton Mowbray, LE13 0PB and Company number is 06839635.

1. INTRODUCTION

- 1.1 You may access most areas of our Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, 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 our Website immediately.
- 1.3 You may print and keep a copy of the Terms. They are a legal agreement between us and can only be modified with our consent.
- 1.4 The Company may revise this legal notice at any time by updating this posting. You should check the Website 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 Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.
- 1.5 Should you wish to purchase services from our website, additional terms shall apply. You shall be advised of such terms in advance of purchase of any services.

2. LICENCE

- 2.1 You are permitted to print and download extracts from our Website for your own use on the following basis:
 - (a) no documents or related graphics on the Website are modified in any way;
 - (b) no graphics on the Website are used separately from accompanying text; and
 - (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on our Website (including without limitation photographs and graphical images) are owned by the Company or its licensor's or trading partners. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use our Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 Subject to paragraph 2.1, no part of our Website(s) may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Company endeavours to ensure that our Website(s) is normally available 24 hours a day, the Company shall not be liable if for any reason a Website is unavailable at any time or for any period.

3.2 Access to any Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to our Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from our Website(s) any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages 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, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

4.5 Should you wish to become a reseller of the services and products offered on any of our Websites, you are required to advise the Company in advance of doing so, and such arrangement shall be subject to the terms of a Reseller or Distribution Agreement.

- 4.6 No visitor, browser, or registered user is permitted to re-sell the services on the Website without the express written permission of the Company, and subject to additional terms and conditions.
- 4.7 The Company does not accept any liability or responsibility of any unauthorised re-sale of any services available on the Website.

5. LINKS TO AND FROM OTHER WEBSITES

- 5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company makes no warranties, nor does it endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to via our Website, you do so entirely at your own risk.

6. BARRING FROM THIS SITE

- 6.1 We reserve the right to bar users of our Website, on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must then not attempt to use the Website under any other name or through any other user.

7. DISCLAIMER

- 7.1 While the Company endeavours to ensure that the information on our Website(s) is correct, the Company does not warrant the accuracy and completeness of the material thereon. The Company may make changes to the material on these Websites, or to the services and prices described in it, at any time without notice. The material on a Website may be out of date, and the Company makes no commitment to update such material.
- 7.2 The material on our Websites is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with access to our Website on the basis that the Company excludes all representations, 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 legal notice might have effect in relation to our Website.

8. LIABILITY

- 8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering our Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (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 in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to this Website or the

material on such websites, 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 our Website or your downloading of any material from the Website or any websites linked to our Website.

8.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on our Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8.4 The information provided on our Website is for general interest only and does not constitute specific advice. Whilst we endeavour to ensure that the information on the Website is accurate, complete and up-to-date we make no warranties or representations that this is the case.

9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the exclusive jurisdiction of the English courts,