### Our Website Terms & Conditions

This website is operated by Compass Systems Limited, a company incorporated in England and Wales with company number 09724615 and having its registered office at Barnsley Business and Innovation Centre (Phase 4), Innovation Way, Barnsley, England, S75 1JL ("we" / "our" / "us"). Your use of this website is governed by these terms of use (the "Terms").

By using our website, you confirm that you have read and accept the Terms and that you agree to comply with them. If you do not accept the Terms in full, please do not use the website.

## 1. Introduction and Other Applicable Terms

- 1.1 These Terms refer to our privacy and cookie policy, which also applies to your use of our website. The policy sets out the terms on which we process any personal data we collect from you, or that you provide to us and information about the cookies on our website. By using our website, you consent to such processing.
- 1.2 We may revise the Terms at any time. Please check the Terms on this webpage from time to time to take notice of any changes we made, as they are binding on you.
- 1.3 We may update our website from time to time, and may change the content at any time. Please note, however, that we are under no obligation to keep the content up to date nor to ensure that it is free from errors or omissions.

# 2. Your Access to our Website

- 2.1 We shall not be liable if 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 reasons beyond our control.
- 2.2 If you choose or are provided with a user identification code, password or any other piece of information as part of our security procedures, you should treat such information as confidential and not disclose it to any third party.
- 2.3 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.
- 2.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@yourknowledgebank.co.uk.

# 3. Intellectual Property

- 3.1 All intellectual property on the website, including without limit, the text, graphics, trade marks and copyright works, is owned by us (or our relevant content supplier). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal use. 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.
- 3.3 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 3.4 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.5 If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.6 If you wish to link to any part of this website, you must obtain our prior written consent.

#### 4. Visitor Material and Conduct

4.1 Other than personally identifiable information, which is covered under our privacy and cookie policy, any material you transmit or post to the website shall be considered non-confidential and non-proprietary and we have no obligations in respect of it. We and our 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 commercial or non-commercial purposes.

- 4.2 You are prohibited from posting or transmitting to or from the website any material:
  - 4.2.1 that is threatening, defamatory, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - 4.2.2 for which you have not obtained all necessary licences and/or approvals;
  - 4.2.3 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 any country; and/or
  - 4.2.4 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).

## 5. Disclaimer

- 5.1 Nothing in these Terms 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.
- 5.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.
- 5.3 We will not be liable to 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:
  - 5.3.1 use of, or inability to use, our website; or
  - 5.3.2 use of or reliance on any content displayed on our website.
- 5.4 If you are a business user, we will not be liable for:
  - 5.4.1 loss of profits, sales, business, or revenue;
  - 5.4.2 business interruption;
  - 5.4.3 loss of anticipated savings;
  - 5.4.4 loss of business opportunity, goodwill or reputation; or
  - 5.4.5 any indirect or consequential loss or damage.
- 5.5 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.

# 6. Third Party Websites

- 6.1 The website contains links to third party websites, including websites via which you are able to purchase products and services. They are provided for your convenience only and we do not check, endorse, approve or agree with such third party websites nor the products and/or services offered and sold on them. We have no responsibility for the content, products and/or services of the linked websites.
- 6.2 Please ensure you review all terms and conditions of website use and privacy policy of any such third party websites.

# 7. Jurisdiction and Governing Law

7.1 Unauthorised use of the website may give rise to a claim for damages and/or be a criminal offence.

- 7.2 If you are a consumer, please note that 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 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.
- 7.3 If you are a business, these terms of use, its subject matter and its formation (and any noncontractual disputes or claims) are governed by English law and you to the exclusive jurisdiction of the courts of England and Wales.