Callidus Roe Terms of Use

Last reviewed in January 2020

Welcome to our website.

Please read these terms and conditions carefully before using this website. We recommend that you print a copy for future reference.

We may revise these terms and conditions at any time by amending this page. Please check this page from time to time to take notice of any changes we may have made, as they are binding on you.

This page (together with the documents referred to in it) sets out the terms and conditions on which our website, CallidusRoe.com is made available to you. By accessing or browsing our website you are taken to have agreed to comply with and be bound by the following terms and conditions, which govern our relationship with you in relation to this website.

The terms 'us', 'we', 'our' and other similar terms refers to Callidus Roe Ltd, including all individual business areas within the company.

The term 'you', 'your', 'user' and other similar terms refers to website visitors.

1. Accessing our website

Our website is made available free of charge.

Access to our website is permitted on a temporary basis, and we reserve the right to suspend, withdraw, discontinue or amend all or any part of our website without notice. We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to all or any part of our website to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and conditions, and that they comply with them.

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

2. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with our Copyright Notice (below), and which forms part of these terms and conditions.

If you print off, copy or download any part of our website in breach of these terms and conditions and except as expressly permitted by them, 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. Copyright Notice

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

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.

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.

4. No reliance on information

Commentary and other materials posted on our website are provided for general information only and are not intended to amount to advice on which reliance should be placed. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our website. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

Neither we nor any third parties provide any representation, warranty or guarantee, whether express or implied, as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. Information is for guidance only and is not intended to form any part of a contract.

We do not make any representation, warranty or guarantee, whether express or implied, as to the availability of products and/or services shown on our website to the territories we may operate in.

5. Changes to our website

We aim to update our website regularly and may change the content at any time without notice. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

6. Limitation of our liability

The material displayed on our website is provided without any representations, guarantees, conditions or warranties as to its accuracy, whether express or implied.

To the extent permitted by law, we, other members of our company group hereby expressly exclude:

- all conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in each case in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for: (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill or reputation; (vii) wasted management or office time; and (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract, breach of statutory duty or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

7. Information about you and your visits to our website

We process information about you in accordance with our <u>Privacy Policy</u>. By using our website, you consent to such processing and you warrant that all data provided by you is accurate at the time it is provided.

8. Viruses, hacking and other offences

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access our website. You should use your own virus protection software.

You must not misuse our 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 our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website 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 breach, your right to use our 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 our website or to your downloading of any material posted on it, or on any website linked to it.

9. Links from our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only and do not signify that we endorse those

websites. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10. Jurisdiction and applicable law

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country.

11. Variations to these terms and conditions

We may revise these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we may have made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our website.

12. Severance

If any provision of these terms and conditions is found by a court or regulator to be invalid or unenforceable the other provisions shall continue to apply.

13. Monitoring use

Users of our website may be monitored to ensure compliance with these terms and conditions. By using this website, you consent to this monitoring in order to ensure the security and availability of this website.

14. Contact us

To contact us, whether you have any concerns about material which appears on our website or otherwise, please contact us at

Customer Contact Callidus Roe Ltd The Priory Proberts Barn Lane Lower Lydbrook GL17 9NE UK

E-mail: <u>contact@CallidusRoe.com</u>

Thank you for visiting our website.