
POWER VIGILANCE TECHNOLOGIES LTD WEBSITE TERMS AND CONDITIONS OF USE

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, powervigilance.com ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and

"We/Us/Our" means Power Vigilance Technologies Ltd, a company registered in England under 08843118, and Power Vigilance Holdings Limited, a company registered in the Isle of Man under number 128959C;

2. Information About Us

1.1 Our Site, powervigilance.com, is operated by Us.

3. Access to Our Site

1.1 Access to Our Site is free of charge.

1.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

1.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Intellectual Property Rights

1.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom, Isle of Man, and international intellectual property laws and treaties.

1.2 You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written

permission to do so by Us.

- 1.3 Our status as operators of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 1.4 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so.

5. **Links to Our Site**

- 1.1 You may link to Our Site provided that:
 - 1.a.1 You do so in a fair and legal manner;
 - 1.a.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 1.a.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 1.a.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 1.2 You may not link to Our Site from any other site the main content of which contains material that:
 - 2.a.1 is sexually explicit;
 - 2.a.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 2.a.3 promotes violence;
 - 2.a.4 promotes or assists in any form of unlawful activity;
 - 2.a.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 2.a.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 2.a.7 is calculated or is otherwise likely to deceive another person;
 - 2.a.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 2.a.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;
 - 2.a.10 implies any form of affiliation with Us where none exists;
 - 2.a.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 2.a.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

6. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for

the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

7. Disclaimers

- 1.1 We make no representation, warranty, or guarantee that Our Site will meet your requirements, or that it will be compatible with all software and hardware.
- 1.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. Our Liability

- 1.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 1.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 1.3 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 1.4 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 1.5 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

9. Viruses, Malware and Security

- 1.1 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 1.2 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 1.3 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 1.4 You must not attack Our Site by means of a denial of service attack, a

distributed denial of service attack, or by any other means.

- 1.5 By breaching the provisions of Clause 9 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

10. **Acceptable Usage Policy**

- 1.1 You may only use Our Site in a manner that is lawful. Specifically:
 - 1.a.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 1.a.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 1.a.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 1.a.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 1.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
 - 2.a.1 suspend, whether temporarily or permanently, your right to access Our Site;
 - 2.a.2 issue you with a written warning;
 - 2.a.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 2.a.4 take further legal action against you as appropriate;
 - 2.a.5 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 2.a.6 any other actions which We deem reasonably appropriate (and lawful).
- 1.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

11. **Privacy, Data Protection and Cookies**

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from Our Site. These policies are incorporated into these Terms and Conditions by this reference.

12. **Changes to these Terms and Conditions**

- 1.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have

been implemented. You are therefore advised to check this page from time to time.

13. Contacting Us

To contact Us, please email Us at info@powervigilance.com.

14. Data Protection

1.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the GDPR and your rights and Our obligations under that Act. Please see Our Privacy Policy for further details.

15. Law and Jurisdiction

1.1 This Agreement, and any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.