

WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

1. What's in these terms?

These terms tell you the rules for using our website, set out the content standards that apply if you: upload content to our site; make contact with other users on our site; link to our site; interact with our site in any other way; and that prescribe our terms for your accepted use. Our cookies policy and our data privacy policy can be located using the links provided below.

2. Where to find terms that may apply to you

The following documents contain terms that will apply to you. Click on the links below to go straight to more information on each area:

2.1. These Website Terms and Conditions of acceptable use

2.2. Our Privacy Policy: <https://www.avisoconsultancy.co.uk/assets/aviso-privacy-policy.pdf>

2.3. Our Cookies Policy, which sets out information about the cookies on our site: <https://www.avisoconsultancy.co.uk/assets/aviso-cookies-policy.pdf>

2.4. Our Terms of Business: <https://www.avisoconsultancy.co.uk/assets/aviso-terms-conditions-of-use.pdf>

3. General information

The website <https://www.avisoconsultancy.co.uk> is owned and operated by AvISO Consultancy Limited (“AvISO”, “us”, “we” and “our”) a company incorporated in the United Kingdom with Company Registration Number 08246476 whose registered office is at 198 High Street, Tonbridge, Kent, TN9 1BE, trading through its London office at 201 Borough High Street, London SE1 1JA and its Kent office at Brooksmarle Farm, Ham Lane, Burwash Kent TN19 7ER.

4. By using our site you accept these terms

Your access to and use of this website is subject to these terms and conditions, our Terms of Business and any other legal notices and statements contained on this website. By using this website, you agree to be subject to the terms and conditions. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

5. Our site is only for users in the UK

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations. The information on our website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to and users of this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

6. Public and Private Areas

WEBSITE TERMS AND CONDITIONS OF USE

This website contains public and private areas. The private or client area is accessible to our clients who have opened an account with us and have access through our client portal.

7. You must keep your account details safe

- 7.1. The transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site and any such transmission is at your own risk.
- 7.2. If you choose, or you are provided with, a username or client identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.3. We have the right to disable any username or client 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 of use.
- 7.4. If you know or suspect that anyone other than you knows your user or client identification code or password, you must promptly notify us at info@avisiconsultancy.co.uk

8. How you may use material on our site

- 8.1. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by AvISO or its licensors. All third party owned materials contained on the website are reproduced with the permission of the respective owners. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except where necessary in order to view the information on this website on your browser, or as permitted under English law or these terms and conditions, no information or content on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.
- 8.2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 8.3. 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.
- 8.4. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 8.5. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.6. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Do not rely on information on this site

- 9.1. AvISO takes care to ensure that the information provided on our website is accurate at the date of publication. However, the content on our site is provided for general information only

WEBSITE TERMS AND CONDITIONS OF USE

and the website and its content is provided without warranties or guarantees of any kind, either expressed or implied whether as to the accuracy, completeness or currency of the content or otherwise. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

- 9.2.** We may change the information on the website and these terms without notice at any time and you will be bound by the updated terms through your continued use of the website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We will not assume any liability for any loss or damage of any kind arising out of, or caused by, whether directly or indirectly, the use of any part of the information provided.

10. We are not responsible for websites we link to

Our website may contain links to websites operated by other parties. We do not control the content or accuracy of information on such websites and do not otherwise endorse the material placed on such sites. The links are provided for your reference only and AvISO excludes all liability and responsibility for the content or operation of these third party websites. We can only control our own website and it is to this that the terms of this policy apply, being: <https://www.avisiconsultancy.co.uk>

11. Rules about linking to our site

- 11.1.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 11.2.** You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 11.3.** You must not establish a link to our site in any website that is not owned by you.
- 11.4.** Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 11.5.** We reserve the right to withdraw linking permission without notice.
- 11.6.** The website in which you are linking must comply in all respects with the content standards set out this policy.

12. User-generated content is not approved by us

- 12.1.** This website may include information and materials uploaded by other users of the site, including to discussion boards, chat rooms and other social media functions on the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 12.2.** If you wish to complain about information and materials uploaded by other users please contact us at the following address: info@avisiconsultancy.co.uk

13. We may suspend or withdraw our site

- 13.1.** Our site is made available free of charge.
- 13.2.** We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of

WEBSITE TERMS AND CONDITIONS OF USE

our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

- 13.3.** You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

14. Prohibited uses

14.1. You may use our site only for lawful purposes. You may not use our site:

- 14.1.1. In any way that breaches any applicable local, national or international law or regulation.
- 14.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 14.1.3. For the purpose of harming or attempting to harm minors in any way.
- 14.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, see clause 15 below.
- 14.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 14.1.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

14.2. You also agree:

- 14.2.1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use.
- 14.2.2. Not to access without authority, interfere with, damage or disrupt:
 - 14.2.2.1. any part of our site;
 - 14.2.2.2. any equipment or network on which our site is stored;
 - 14.2.2.3. any software used in the provision of our site; or
 - 14.2.2.4. any equipment or network or software owned or used by any third party.

15. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply in spirit as well as to the letter with the following Content Standards and AvISO will determine, in its discretion, whether a breach of the Content Standards has occurred:

15.1. The content of any uploaded contribution must:

- 15.1.1. Be accurate (where it states facts).
- 15.1.2. Be genuinely held (where it states opinions).
- 15.1.3. Comply with the law applicable in England and Wales and in any country from which it is posted.

15.2. The content of any uploaded contribution must not:

WEBSITE TERMS AND CONDITIONS OF USE

- 15.2.1. Be defamatory of any person.
- 15.2.2. Be obscene, offensive, hateful or inflammatory.
- 15.2.3. Promote sexually explicit material.
- 15.2.4. Promote violence.
- 15.2.5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 15.2.6. Infringe any copyright, database right or trade mark of any other person.
- 15.2.7. Be likely to deceive any person.
- 15.2.8. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence or privacy.
- 15.2.9. Promote any illegal activity.
- 15.2.10. Be in contempt of court.
- 15.2.11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 15.2.12. Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 15.2.13. Impersonate any person or misrepresent your identity or affiliation with any person.
- 15.2.14. Give the impression that the Contribution emanates from AvISO, if this is not the case.
- 15.2.15. Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- 15.2.16. Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- 15.2.17. Contain any advertising or promote any services or web links to other sites.
- 15.3. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 15.4. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site an irrevocable licence to use, store and copy that content and to distribute and make it available to third parties.
- 15.5. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 15.6. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out above.
- 15.7. You are solely responsible for securing and backing up your content.

16. Breach of this policy

WEBSITE TERMS AND CONDITIONS OF USE

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- 16.1. Immediate, temporary or permanent withdrawal of your right to use our site.
- 16.2. Immediate, temporary or permanent removal of any contribution uploaded by you to our site.
- 16.3. Issue of a warning to you.
- 16.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 16.5. Further legal action against you.
- 16.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 16.7. We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

17. We are not responsible for viruses and you must not introduce them

- 17.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 17.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 17.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

18. Limit of Liability

- 18.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 18.2. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 18.3. We will not be liable to you 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:

WEBSITE TERMS AND CONDITIONS OF USE

18.3.1. use of, or inability to use, our site; or

18.3.2. use of or reliance on any content displayed on our site.

18.4. In particular, we will not be liable for:

18.4.1. loss of profits, sales, business, or revenue;

18.4.2. business interruption;

18.4.3. loss of anticipated savings;

18.4.4. loss of business opportunity, goodwill or reputation; or

18.4.5. any indirect or consequential loss or damage.

18.5. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or, at our option and to the maximum extent permitted by law, resupply this website or any part of it to you, or pay for the resupply of this website or any part of it to you. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

19. Notices

We may send notices to the email address you have provided to us. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by AvISO to your email address shall be deemed to have been delivered at the time of sending.

20. Indemnity

You will indemnify, defend and hold AvISO, its directors, officers, employees and agents harmless from any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs AvISO, its directors, officers, employees and agents may suffer or that may be made by a third party resulting from or arising out of your use of the website, materials or software, whether in breach of these terms, any other agreement AvISO has with you or otherwise.

21. Termination

We reserve the right to terminate your use of this website at any time in the event that we decide in our sole discretion that you have breached these terms and agreements or any other legal notice or statement contained within the website.

22. Severability

The invalidity or unenforceability for any reason of any provision of these terms and agreements shall not prejudice or affect the validity or enforceability of its other provisions.

23. Which country's laws apply to any disputes?

These terms and agreements are governed by the law in force in England, and the parties irrevocably submit to the exclusive jurisdiction of the English courts for determination of any dispute concerning these terms and agreements.