



G3 Remarketing

WEBSITE TERMS OF USE

v1.0 July 2019

OVERVIEW

This page (together with the documents referred to on it) tells you the terms of use (Terms of Use) on which you may make use of the website [link] (the **Website**), whether as a guest or a registered user.

Please read these Terms of Use before you start to use the Website. By using the Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Website.

1 OTHER RELEVANT TERMS

1.1 These Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- (a) Our Privacy Policy [link], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to the collection, use, transfer and processing of your information and you warrant that all data provided by you to us is accurate;
- (b) Our Cookie Policy [link] which sets out information about the cookies on the Website.
- (c) Our Acceptable Use Policy [link] which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with our Acceptable Use Policy.
- (d) Definitions of our Online Terms and Conditions [link] (Online T&Cs) will also apply in these Terms of Use, where appropriate.

2 INFORMATION ABOUT US

2.1 [link] is a site operated by G3 Remarketing Limited (G3R). G3R is registered in England and Wales under company number 06929699 and has its registered office and main trading address at G3 House, Premier Way, Leeds, LS26 8ZA. G3R's VAT number is 945752296.

2.2 G3R is a limited company.

3 ACCESSING THE WEBSITE

3.1 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 From time to time, we may restrict access to some parts of the Website, or our entire site, to users who have registered with G3R.

3.3 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.



4 YOUR ACCOUNT AND PASSWORD

- 4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
- 4.2 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 of Use.
- 4.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us in writing at G3 House, Premier Way, Leeds, LS26 8ZA or info@g3r.co.uk.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 We are the owner or the licensee of all intellectual property rights in the 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.
- 5.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.
- 5.3 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.
- 5.4 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
- 5.5 You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.6 If you print off, copy or download any part of the Website in breach of these Terms of

Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6 RELIANCE ON INFORMATION POSTED

- 6.1 Commentary and other materials posted on the Website are provided for general information and are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

7 THE WEBSITE CHANGES REGULARLY

- 7.1 We aim to update the Website regularly and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

8 ELECTRONIC COMMUNICATIONS

- 8.1 Information that you send to us in electronic form may not be secure. If you are in any doubt about sending us personal data electronically, please send it in encrypted form.

9 OUR LIABILITY

- 9.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - 9.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in relation to the Website or any content on it; and
 - 9.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any



websites linked to it and any materials posted on it, including, without limitation any liability for:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of goodwill;
- (g) wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition will not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

9.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10 TRANSACTIONS CONCLUDED THROUGH THE WEBSITE

10.1 Contracts for the supply of goods and/or services formed through the Website or as a result of visits made by you to the Website, are governed by our Online T&Cs [link].

11 UPLOADING MATERIAL TO THE WEBSITE

11.1 Whenever you make use of a feature that allows you to upload material to the Website, or to make contact with other users of the Website, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty, which means that you will be responsible for any loss or

damage G3R suffer as a result of your breach of warranty.

11.2 Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

11.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

11.4 We have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

11.5 The views expressed by other users on the Website do not represent our views.

12 VIRUSES, HACKING AND OTHER OFFENCES

12.1 We do not guarantee that the Website will be secure or free from bugs or viruses.

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

12.3 You must not misuse the 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 the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

12.4 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 a breach, your right to use the Website will cease immediately.

- 12.5 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 the Website or to your downloading of any material posted on it, or on any website linked to it.

13 LINKING TO THE WEBSITE

- 13.1 With our express permission 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, but 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.

- 13.2 You must not establish a link from any website that is not owned by you.

- 13.3 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The Website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

- 13.4 If you wish to make any use of material on the Website other than that set out above, please address your request to info@g3r.co.uk.

14 LINKS FROM THE WEBSITE

- 14.1 Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

15 SEVERABILITY

- 15.1 If a provision of these terms of use, or any of the additional terms referred to, herein, is or becomes illegal, invalid or unenforceable in any jurisdiction in which these Terms of Use are intended to be effective, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision will be deemed deleted. Any modification to or deletion of a provision or part of a provision under this clause will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Use or of another page of the Website notices; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of these Terms of Use or any of the additional terms referred to, herein.

16 JURISDICTION AND APPLICABLE LAW

- 16.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

- 16.2 These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

17 VARIATIONS

- 17.1 We may revise this Terms of Use 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 make, as they are binding on you. Some of the provisions contained in this Terms of Use may also be superseded by provisions or notices published elsewhere on the Website.



18 YOUR CONCERNS

- 18.1 If you have any concerns about material which appears on the Website, please contact info@g3r.co.uk

Thank you for visiting the Website.