Website Terms of Use

Who we are and how to contact us

https://cms.sypol.com is a site operated by EcoOnline Sypol Limited ("We"). We are registered in England and Wales under company number 04152975 and have our registered office at Newhouse Farm Business Centre, Langley Road, Edstone, Warwickshire, B95 6DL. Our VAT number is 945777763.

We are a limited company.

To contact us, please email cms.helpdesk@ecoonline.com or telephone our customer service line on 01296 678464 .

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

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.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our <u>Privacy Policy</u>, which sets out the terms on which We process any personal data We collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our <u>Acceptable Use Policy</u>, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our <u>Cookie Policy</u>, which sets out information about the cookies on our site.

By continuing to use our site you agree to the terms of these Website Terms of Use and terms of the subscription service contract.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products or services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

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

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.

You must keep your account details safe

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. You must not disclose it to any third party.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at cms.helpdesk@ecoonline.com.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, 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 site 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 site must always be acknowledged.

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.

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.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

- 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Subscription Service Contract.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 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:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - loss of data;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, you must comply with the content standards set out in our <u>Acceptable Use Policy</u>.

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.

You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

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.

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 in our Acceptable Use Policy.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us a non-exclusive, irrevocable, royalty free, worldwide licence.

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

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

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

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-ofservice 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 a breach, your right to use our site will cease immediately.

Upon termination of the use of this website and its subscription service the data shall no longer be used or redistributed.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales . We both agree to the exclusive jurisdiction of the courts of England and Wales.