

WEBSITES TERMS AND CONDITIONS

These terms and conditions constitute a legally binding agreement between you and ProxiSmart Ltd of 32A Newgate Street, Morpeth, Northumberland, NE61 1BA ("**the Company**"). It sets out your rights and obligations and those of the Company in relation to your access to and the use of the internet site operated by the Company with the domain name <http://www.proxismart.co.uk> and <http://www.parkingperx.com> ("**the Websites**").

Please read these terms and conditions carefully before using the Websites. By accessing any part of the Websites, you shall be deemed to have accepted these terms and conditions in full. If you do not accept all or any part of these terms and conditions, you must leave the Websites immediately.

1 VARIATION

The Company may at its sole discretion vary, amend or revise these terms and conditions (or any part thereof) at any time by updating this posting.

2 INTELLECTUAL PROPERTY

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Websites (including without limitation text, music, sound, photographs, graphical images, video, page layout and design, names, logos, trade marks and service marks) are owned by the Company or its licensors. You agree that you will not copy, reproduce, re-publish, modify, upload, transmit, sell, lease, loan, licence, sub-licence or distribute any material, by any means or in any manner, on or downloaded from the Websites without the Company's prior written consent.

3 SERVICE

- 3.1 While the Company endeavours to ensure that the Websites is normally available 24 hours a day, the Company shall not be liable if for any reason the Websites is unavailable at any time or for any period.
- 3.2 Access to the Websites may be suspended temporarily and for any period of time without notice in the case of a system failure or maintenance or repair. The Company reserves the right to vary, suspend or cease to make available any part of the Websites for any reason whatsoever.
- 3.3 From time to time, the Company may restrict access to some parts of the Websites, or the entire Websites, to users who have registered.
- 3.4 If you choose, or you are provided with, a user identification code, password or other piece of information as part of a security procedure, you must treat such information as confidential and you must not disclose it to any third party. The Company has the right to disable any user identification code or password, whether chosen by you or allocated by the Company at any time if in the Company's opinion you have failed to comply with any of the provisions of these terms of use.
- 3.5 You are responsible for making all arrangements necessary for you to have access to the Websites. You are also responsible for ensuring that all persons who access the Websites through your internet connection are aware of these terms of use and that they comply with them.

4 VISITOR MATERIAL AND CONDUCT

- 4.1 Any material you transmit or post to the Websites shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to any such material. The Company shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from the Websites any material:
- 4.2.1 that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - 4.2.2 for which you have not obtained all necessary licences and/or approvals;
 - 4.2.3 which constitutes or encourages conduct that is considered a criminal offence, gives rise to civil liability, or is otherwise contrary to the law or infringes the rights of any third party, in any country in the world; or
 - 4.2.4 which is technically harmful including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, denial-of-service attack or distributed denial-of-service attack, corrupted data or other malicious software or harmful data.
- 4.3 You shall fully indemnify the Company for any loss or damage suffered by the Company as a result of a breach of **Clause 4.2**.
- 4.4 The Company shall not be responsible, or liable to any third party, for the content or accuracy of any material posted by you or any other user of the Websites.

5 LINKS TO AND FROM OTHER WEBSITES

- 5.1 Links to third party websites on the Websites are provided solely for your convenience. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company does not endorse or make any representations about external websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Websites, you do so entirely at your own risk.
- 5.2 If you would like to link to the Websites, you may only do so on the basis that you link to, but do not replicate, the home page of the Websites, and subject to the following conditions:
- 5.2.1 you do not remove, distort or otherwise alter the size or appearance of the Company's logo;
 - 5.2.2 you do not create a frame or any other browser or border environment around the Websites;
 - 5.2.3 you do not in any way imply that the Company is endorsing any products or services other than its own;

- 5.2.4 you do not misrepresent your relationship with the Company and do not present any other false information about the Company;
 - 5.2.5 you do not use any trade marks displayed on the Websites without the express written permission of the Company;
 - 5.2.6 you do not link from any Websites that is not owned by you; and
 - 5.2.7 your Websites does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any person or otherwise does not comply with all applicable laws and regulations.
- 5.3 The Company expressly reserves the right to revoke the right to link to the Websites granted in **Clause 5.2** for breach of these terms and to take any action it deems appropriate.
- 5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company for breach of **Clause 5.2**.

6 DISCLAIMER

- 6.1 Whilst the Company endeavours to ensure that the information on the Websites is correct, the Company does not warrant the accuracy and completeness of the material on the Websites. The information contained on the Websites may contain technical inaccuracies or typographical errors. All liability of the Company howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law. The Company may make changes to the material on the Websites at any time without notice. The material on the Websites may be out of date, and the Company makes no commitment to update such material.
- 6.2 The Company is providing the Websites on an "as is" basis and makes no representations or warranties of any kind with respect to the Websites or its contents and disclaims all such representations and warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Websites on the basis that the Company excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law relating to satisfactory quality, fitness of purpose and the use of reasonable care and skill) which, but for these terms and conditions, might have effect in relation to the Websites.

7 PRIVACY

The Company will process information about you in accordance with our privacy policy *[insert link to privacy policy]*. By using the Websites, you consent to such processing and you warrant that all data provided by you is accurate.

8 LIABILITY

- 8.1 The Company (and its officers, directors, employees, shareholders and agents) exclude to the fullest extent permitted by law all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect or consequential loss or damages, or any loss of income, profit, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, contract

or otherwise) in connection with the use, inability to use or the results of use of the Websites, any material on the Websites, any websites linked to the Websites or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Websites or your downloading of any material from the Websites or any websites linked to the Websites.

- 8.2 Nothing in these terms and conditions shall exclude or limit the Company's liability for death or personal injury, fraud or any other liability to the extent that it cannot be excluded or limited by law.

9 GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English court.