

## **WEBSITE USE POLICY**

### **1 ACCESSING OUR WEBSITES**

- 1.1 Access to Our Websites is permitted on a temporary basis, and We reserve the right to withdraw or amend the service We provide on Our Websites without notice (see below). We will not be liable if for any reason Our Websites are unavailable at any time or for any period.
- 1.2 From time to time, We may restrict access to some parts of Our Websites, or Our entire Websites, to users who have registered with Us.
- 1.3 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. 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 opinion You have failed to comply with any of the provisions of these terms of use.
- 1.4 You are responsible for making all arrangements necessary for You to have access to Our Websites. You are also responsible for ensuring that all persons who access our Websites through Your internet connection are aware of these terms, and that they comply with them.

### **2 INTELLECTUAL PROPERTY RIGHTS**

- 2.1 We are the owner or the licensee of all intellectual property rights in our Websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.2 You may print off one copy, and may download extracts, of any page(s) from our Websites for Your personal reference.
- 2.3 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.
- 2.4 Our status (and that of any identified contributors) as the authors of material on our Websites must always be acknowledged.
- 2.5 You must not use any part of the materials on Our Websites for commercial purposes without obtaining a licence to do so from Us.
- 2.6 If You print off, copy or download any part of Our Websites in breach of these terms of use, Your right to use Our Websites will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

### **3 RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our Websites 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 Our Websites, or by anyone who may be informed of any of its contents.

### **4 WEBSITE CHANGES**

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 Any of the material on Our Websites may be out of date at any given time, and We are under no obligation to update such material.

### **5 OUR LIABILITY**

- 5.1 The material displayed on our Websites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We expressly exclude:

- 5.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- 5.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Websites or in connection with the use, inability to use, or results of the use of our Websites, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - 5.1.2.1 loss of income or revenue;
  - 5.1.2.2 loss of business;
  - 5.1.2.3 loss of profits or contracts;
  - 5.1.2.4 loss of anticipated savings;
  - 5.1.2.5 loss of data;
  - 5.1.2.6 loss of goodwill;
  - 5.1.2.7 wasted management or office time; and
  - 5.1.2.8 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 shall 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.
- 5.1.3 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.

## **6 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITES**

We process information about You in accordance with Our Privacy Policy (above). By using our Websites, You consent to such processing and You warrant that all data provided by You is accurate.

## **7 VIRUSES HACKING AND OTHER OFFENCES**

- 7.1 You must not misuse Our Websites 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 Our Websites, the server on which Our Websites is stored or any server, computer or database connected to Our Websites. You must not attack Our Websites via a denial-of-service attack or a distributed denial-of service attack.
- 7.2 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 Websites will cease immediately.
- 7.3 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 Our Websites or to Your downloading of any material posted on it, or on any website linked to it.

## **8 LINKING TO OUR WEBSITES**

- 8.1 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, 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.

8.2 You must not establish a link from any website that is not owned by You.

8.3 Our Websites must not be framed on any other site, nor may You create a link to any part of Our Websites other than the home page. We reserve the right to withdraw linking permission without notice.

## 9 **LINKS FROM OUR WEBSITES**

Where Our Websites 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.

## 10 **YOUR CONCERNS**

If You have any concerns about material which appears on Our Websites, please contact [customerservices@switchgasandelectric.com](mailto:customerservices@switchgasandelectric.com).