

## TERMS OF USE (PUBLIC)

This agreement (the "Agreement") applies between you (the "User") and AWA Platinum (the "Company"), the owner and provider of this web site (the "Site"). Your agreement to comply with and be bound by the terms contained herein is deemed to occur upon your first use of the Site. If you do not agree to these terms, you should stop using the Site immediately.

### 1. Definitions and Interpretation

<b>"Agreement"</b>	means the terms contained herein, defining the basis upon which access to the Site is granted to a User.
<b>"Company"</b>	means AWA Platinum, a division of AgilityWorks Limited, Registered in England No. 6015277.
<b>"Content"</b>	means any information that is placed on the Site by the Company or its affiliates.
<b>"Service"</b>	means any facilities, tools, services, communication mechanisms or information made available on the Site by the Company.
<b>"Site"</b>	means the non-restricted areas of this website ( <a href="http://www.awaplatinum.co.uk">www.awaplatinum.co.uk</a> ) for which no password is required.
<b>"User"</b>	means any person who accesses the Site.

### 2. Use of the Site

- 2.1 To use the Site, you may be required to submit certain personal details. By continuing to use the Site you represent and warrant that any such details you submit are accurate and truthful.

### 3. Intellectual Property Rights

- 3.1 All Content on the Site is the property of the Company or its affiliates. By using the Site you acknowledge that this material is protected by applicable UK and non-UK intellectual property laws.
- 3.2 You agree that you will not use the Content for commercial purposes and will not systematically copy Content from the Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database.

### 4. Warranties & Disclaimers

- 4.1 The Site is provided "as is" and on an "as available" basis. We give no warranty that the Site will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, satisfactory quality, security or availability.
- 4.2 No part of this Site is intended to constitute advice and the Content or Services of this Site should not be relied upon when making any decisions or taking any action of any kind. We make no guarantee of any specific results from the use of the Site, its Content or Services.
- 4.3 Whilst every effort has been made to ensure that any descriptions of Services available from the Company correspond to the actual Services available, the Company accepts no liability for variations from these descriptions.
- 4.4 The Site may contain links to other web sites. Unless stated, these sites are not under the control of the Company. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of their use.

### 5. Limitation of Liability

- 5.1 To the maximum extent permitted by law, the Company accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site or any Services or Content contained therein.
- 5.2 Nothing in these terms and conditions excludes or restricts the Company's liability for death or personal injury resulting from any negligence or fraud on the part of the Company.
- 5.3 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining parts of the Agreement.



#### **6. Privacy & Confidentiality**

- 6.1 Use of the Site is governed by a Privacy Policy which is incorporated into this Agreement by this reference. You can view the Privacy Policy on the Site.

#### **7. No Waiver**

- 7.1 In the event that any party to this Agreement fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### **8. Law and Jurisdiction**

- 8.1 This Agreement and the relationship between you and the Company shall be governed by and construed in accordance with the Law of England and Wales and the Company and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.