

## **WEBSITE USAGE TERMS**

Latest Revisions: January 14th 2018

PLEASE READ THE TERMS OF USE BELOW CAREFULLY BEFORE USING THIS WEBSITE.

These Website Usage Terms (the “WUT”) state the terms and conditions under which ENVIRONMENTAL REPARATIONS CIC and any affiliates (collectively, “ENVIRONMENTAL REPARATIONS CIC”) provide you access to this website and any content (such as text, data, information, software, graphics or photographs) that ENVIRONMENTAL REPARATIONS CIC may make available through the site (collectively, “Materials”). In the following document the term “Site” refers collectively to this website and Materials.

USING THE SITE INDICATES THAT YOU HAVE READ AND ACCEPT THESE WUT. IF YOU DO NOT ACCEPT THESE WUT, YOU ARE NOT AUTHORIZED TO USE THE SITE. THESE TERMS GOVERN YOUR USE OF THE SITE.

### **1. AVAILABILITY, ACCURACY AND CHANGES TO THE SITE**

While ENVIRONMENTAL REPARATIONS CIC makes every effort to present accurate and reliable information on the Site, regarding its products and services, ENVIRONMENTAL REPARATIONS CIC does not guarantee the accuracy, completeness, efficacy or timeliness of such information.

ENVIRONMENTAL REPARATIONS CIC reserves the right to modify, suspend or discontinue the Site at any time without notice to you. For example, ENVIRONMENTAL REPARATIONS CIC may make changes to the Materials or to the product specifications and prices described in them, at any time without notice. The Materials may be out of date and ENVIRONMENTAL REPARATIONS CIC makes no commitment to update the Materials. Information published through the Site may refer to products or services that are not available in your country. Please consult your local ENVIRONMENTAL REPARATIONS CIC business contact for information regarding the products and services that may be available to you.

ENVIRONMENTAL REPARATIONS CIC makes no representation that the Site is appropriate for use outside the United Kingdom and the United States of America, and access to the Site from territories where it’s contents are illegal or restricted is prohibited. If you choose to access the Site from outside the United Kingdom or the United States of America, you do so on your own initiative and are responsible for compliance with applicable laws.

### **2. YOUR AUTHORIZATION TO USE THE SITE**

ENVIRONMENTAL REPARATIONS CIC authorizes you to use the Site to inform yourself of ENVIRONMENTAL REPARATIONS CIC and its products and services, and in the good faith pursuance of a commercial engagement with ENVIRONMENTAL REPARATIONS CIC but for no other commercial purpose. For the purposes for which the use of the Site is authorized, you may download and make a reasonable number of copies of any of the Materials, but if you do so, you must retain on any such copies all proprietary notices, copyright, trademark and patent notices, and author attribution contained in the original Materials. You may not modify, publicly display, publicly perform or distribute the Materials. As between you and ENVIRONMENTAL REPARATIONS CIC, ENVIRONMENTAL REPARATIONS CIC owns the Site. Any unauthorized use of the Site may violate copyright, trademark and other laws. If you breach any of these WUT, your authorisation to use the Site automatically terminates and you must immediately destroy any downloaded or printed Materials.

### **3. PROHIBITED USES**

You agree not to:

- [i] use the Site in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- [ii] to interfere with or disrupt the Site or servers or networks connected to the Site;
- [iii] knowingly introduce to the Site (including any of the Materials) viruses, trojans, worms, logic bombs or

other material which is malicious or technologically harmful;  
[iv] attempt to gain unauthorized access to any portion of the Site or any connected system or network;  
[v] use any data mining, robots, or similar data gathering or extraction methods in connection with the Site.



#### **4. TRADEMARK INFORMATION**

The following (herein the “ENVIRONMENTAL REPARATIONS CIC Marks”) are registered or claimed trademarks of ENVIRONMENTAL REPARATIONS CIC:

You agree not to display, or use in any manner, any of the ENVIRONMENTAL REPARATIONS Marks without prior written permission from ENVIRONMENTAL REPARATIONS CIC. You further agree not to remove or alter any ENVIRONMENTAL REPARATIONS Mark present on any Materials downloaded from the Site.

#### **5. LINKS**

With regard to any external links that may be provided from the Site to other websites, these links are provided solely as a convenience to you. If you use these links, you will leave the Site. ENVIRONMENTAL REPARATIONS CIC is not obliged to review such third-party websites, does not control such third-party websites and is not responsible for any such third-party websites (or the products services, or content available through the same). ENVIRONMENTAL REPARATIONS CIC does not endorse or make any representations about such third-party websites, any information, software, products, services or materials 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 from the Site, you do this entirely at your own risk.

#### **6. PRIVACY**

This site does not ask for any personal information about you (though you may choose to email ENVIRONMENTAL REPARATIONS CIC through the email interface provided). However, statistics may be collected about how many visits the Site receives, which browsers and operating systems are used and similar information. Such aggregated information is used to assess overall usage and to improve the Site but cannot be used to identify individual users.

#### **7. U.S. GOVERNMENT RESTRICTED RIGHTS**

Any Materials that are downloaded by or on behalf of the United States of America, its agencies and/or

instrumentalities (“U.S. Government”) are subject to the provisions of FAR 12.211 - “Technical Data” or to clauses providing ENVIRONMENTAL REPARATIONS CIC equivalent protections in DFARS or other agency specific regulations.

## **8. DISCLAIMERS**

THE SITE IS PROVIDED “AS IS” AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. ENVIRONMENTAL REPARATIONS CIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ENVIRONMENTAL REPARATIONS CIC MAKES NO WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. ENVIRONMENTAL REPARATIONS CIC MAKES NO WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT WILL ENVIRONMENTAL REPARATIONS CIC BE LIABLE FOR:

- INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER OR HOWSOEVER CAUSED OR
- ANY DIRECT DAMAGES WHATSOEVER IN EXCESS OF ONE HUNDRED UNITED STATES (US\$100.00) DOLLARS

DIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SITE WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ENVIRONMENTAL REPARATIONS CIC HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES. ENVIRONMENTAL REPARATIONS CIC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY 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 SITE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that ENVIRONMENTAL REPARATIONS CIC may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the ENVIRONMENTAL REPARATIONS CIC’s liability shall be the minimum permitted under such applicable law.

## **10. CHANGES TO THE WUT**

ENVIRONMENTAL REPARATIONS CIC may, at its sole and absolute discretion, change these WUT from time to time. ENVIRONMENTAL REPARATIONS CIC will post notice of such changes on the Site. If you object to any such changes, your sole recourse shall be to cease using the Site. Continued use of the Site following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the changed WUT.

## **11. CHOICE OF LAW AND FORUM**

These WUT shall be governed by the laws of England and Wales and by using this Site you submit to the exclusive jurisdiction of the English courts. The failure of ENVIRONMENTAL REPARATIONS CIC to exercise or enforce any right or provision of these WUT shall not constitute a waiver of such right or provision. If any provision of these WUT is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of ENVIRONMENTAL REPARATIONS CIC and you as reflected in the provision, and that the other provisions of these WUT remain in full force and effect. The section titles in these WUT are for convenience only and have no legal or contractual effect.