

Terms and Conditions of use of the Powerisk website service

These terms and conditions (the "Terms and Conditions") detail how the Powerisk website (the "**Service**") can be used by you. If you use the Service you signify your agreement to be bound by these Terms and Conditions and your acceptance of these Terms and Conditions on behalf of any third party on whose behalf you are using the Service. If you do not agree to all of these Terms and Conditions, and our privacy policy, you may not participate in the Service.

1. Definitions

In these Terms and Conditions, "**we**", "**us**" and "**Powerisk**" means [Powerisk Limited] (company number: 5370884), whose registered office is at Berkeley House, 18 Station Road, East Grinstead, West Sussex RH19 1DJ and "**you**" means you and any other users associated with your company, the user of the Service.

2. Access to the Service

- 2.1 We will endeavour to allow uninterrupted access to the Service, but access to the Service may be suspended, restricted or terminated at any time.
- 2.2 We reserve the right to change, modify, substitute, suspend or remove without notice the Service or any other information on the Powerisk website from time to time.
- 2.3 We assume no responsibility or liability for the content or services of any other websites to which the Service or the Powerisk website has links.
- 2.4 You agree to comply with all instructions relating to use of the Service as set out on the Powerisk website.

3. Intellectual Property

- 3.1 All intellectual property rights in the Service including without limitation copyright, patents, trademarks, database rights, together with the website design, text (including pre-determined questions) and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) are owned by us or our licensors. All rights are reserved. None of the material may be reproduced or redistributed without our prior written permission.
- 3.2 Other product and company names mentioned on this website may be the trade names or registered trademarks of their respective owners.

4. Limitation of liability

- 4.1 We use reasonable endeavours to ensure that the operation of the Service is accurate and to correct any errors or omissions as soon as practicable after being notified of them, however, we do not guarantee that the Service will be fault free and do not accept liability for any errors or omissions. To the extent permitted by applicable law, we disclaim all warranties, terms and representations (whether express or implied and including without limitation

satisfactory quality and fitness for a particular purpose) as to the accuracy of any information provided by the Service or contained on the Powerisk website.

- 4.2 The Service provides results based on the data that you have inputted. The results are provided based only on the information provided by you and you should take independent advice in relation to them. To the maximum extent permitted by applicable law we exclude and disclaim all liability in connection with the results and your use of them.
- 4.3 We do not give any warranty that the Powerisk website or the Service is free from viruses or anything else which may have a harmful effect on any technology.
- 4.4 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is inputted into the Service, any liability we may have for any losses or claims arising from an inability to access the Service, or from any use of the Service or reliance on the data transmitted using the Service, is excluded to the fullest extent permissible by law.
- 4.5 Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence or for our fraud.
- 4.6 Subject to the liability which we accept in clause 4.5, (a) our aggregate liability to you arising out of or in connection with this agreement or use of the Service shall not exceed the annual value of any registration fees and/or other charges paid by you to us under these Terms and Conditions up to the date of the event giving rise to such liability (or in the case of a combination of events, the latest relevant event); and (b) we shall not be liable in contract, tort or otherwise howsoever arising out of or in connection with this agreement or use of the Service for any indirect loss, consequential loss, loss of profits, data, revenue, business opportunity, anticipated savings, goodwill or reputation.

5. **User name and password**

- 5.1 You confirm to us that you are authorised to bind the business or organisation on whose behalf you are entering this contract.
- 5.2 Our website offers various packages in relation to the Service. The access and use of the Service is clearly set out and you will be asked to choose which package you would like to sign up to.
- 5.3 On signing up to the Service with us, you are issued with a username ("Username") and password ("Password"), which must be used in order to access the Service. The Username and Password is personal to you and is not transferable. The Username and Password will be valid for a period of time or number of uses of the Service depending on the product that you choose.
- 5.4 Your Username is the method used by us to identify you and so is very important. You are responsible for all information posted into the Service by anyone using your Username and any payments due for the Service by anyone using your Username. Any breach of security of a Username should be notified to us immediately.

6. **Data submitted by users**

- 6.1 We accept no liability for data supplied by any user for the Service and the limitations in Condition 4 above (Limitations of liability) apply.
- 6.2 If you submit data to the Service you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.
- 6.3 If you submit data to the Service you are responsible for and undertake to us that you will ensure that no data is untrue or inaccurate.
- 6.4 You warrant that you have taken all reasonable precautions to ensure that any data you submit to the Service is free from viruses and anything else, which may have a contaminating or destructive effect on any part of the Service or any other technology.
- 6.5 We reserve the right (without limiting our rights to seek other remedies) to remove offending material from the Service that we consider to constitute a misuse of the Service or which is otherwise harmful to other users of the Service.
- 6.6 You will indemnify us for any claim or loss (including without limitation, economic loss and reasonable legal fees) suffered by us arising out of your failure to observe any of the terms of Condition 6.

7. **Payment**

You shall pay the registration fees and/or other charges incurred by you in accordance with the payment provisions set out on the agreement of the annual contract that will appear on the Powerisk website from time to time.

8. **Data protection**

We are committed to protecting your privacy. Our privacy practices are set out in our Privacy Policy. www.powerisk.com/privacy.htm We may disclose your details or access your account if required to do so by law.

9. **Termination**

- 9.1 We may terminate or suspend your access to the Service at any time.
- 9.2 All disclaimers, indemnities and exclusions in these Terms and Conditions shall survive termination of the agreement between us for any reason.

10. **General**

- 10.1 If any provision of this agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this agreement shall not be affected.

- 10.2 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.
- 10.3 We may modify these Terms and Conditions at any time by publishing the modified Terms and Conditions on the Powerisk website.
- 10.4 Except as set out in Condition10.5, neither party may assign or transfer any of its rights under these Terms and Conditions without the prior written consent of the other.
- 10.5 We may assign or transfer our rights under these Terms and Conditions pursuant to a re-organisation or trade or share sale.

11. **Governing law**

- 11.1 These Terms and Conditions are governed by and construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.