

TERMS AND CONDITIONS

IMPORTANT NOTICE: YOU MUST CAREFULLY READ AND THEN AGREE TO THE TERMS AND CONDITIONS SET OUT BELOW BEFORE ACCESSING AND USING THE SITE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITE AND SERVICE.

Welcome to our website (the "Website"). The Website is owned and made available by Integrated Environmental Solutions of **Helix Building, Kelvin Campus, West of Scotland Science Park, Glasgow, G20 0SP**, headquarter address (referred to in these Terms and Conditions as "we" and "us" and our group companies including but not limited, to IES Limited"). These Terms and Conditions form part of an agreement between you, the end-user, and us, and that agreement sets out the conditions under which you may access any information, products, services and advertisements (the "**Material**" or "**Service**") available through the Website.

If these Terms and Conditions are not accepted in full, you do not have permission to access the Website, the Service and the Material, and therefore your access to the Website should cease immediately. Use of the Website constitutes your acceptance of these Terms and Conditions, and they apply from the time of your first use of the Website.

Terms and Conditions

Your use of the Website, the Service and the Material is subject to the acceptance of these Terms and Conditions and the written purchase communications documents you have with IES prior to and at the time of your purchase. These purchase communications documents will depend upon the method of purchase and will include the following or a combination of the following.

Purchase from Website:-

- E-mail confirmation of purchase from IES
- E-mail confirmation from Worldpay (or other online payment transaction provider appointed by IES)
- Confirmation screen following payment with link to the purchased application

Purchase from IES Sales Team:-

- quotation ("Quotation") which you have received from IES
- invoice ("Invoice") which you will have received from IES

Together these Terms and Conditions, along with the above purchase communications documents issued to you, form the "Agreement". There may be other terms and conditions within the Website, which relate directly to your use of the Website or the Service, and such other terms and conditions will, together with these Terms and Conditions, govern your use of the Website and the Service. We reserve the right to change these Terms and Conditions and any other terms and conditions contained elsewhere on the Website at any time. It shall be your responsibility to check regularly to ensure that you agree to any such amendments. If you do not agree to any changes that we have made, you should stop accessing the Website and the Service immediately.

Use of the Website and the Service

You will be entitled to non-exclusive access to and use of the Website, the Service and the Material from the date of first use until the end date of your subscription to the Service. Upon cessation, and in the event you do not continue to subscribe to the Service, you will no longer be entitled to access or use the Service or the results generated by your use of the Service based on the data you input into the Service ("Results").

In the event that you subscribe to the Service, you will have non-exclusive access to the Service and the results generated for the number of users, territory, location, any available Service Credits and any specific usage as detailed in your Quotation or other purchase communication documents, from the date on which you first use the Service for the period of time set out in your Quotation or other purchase communication documents (the "Subscription Period").

You undertake and warrant to us:

1. not to use the Website or the Service for any unlawful purpose;
2. not to make any use of the Website or the Service or the Material so that the Website or the Service is interrupted, damaged, rendered less efficient, or the functionality of the Website or the Service is in any way impaired;
3. not to copy, reproduce, recompile, de-compile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit or in any other way exploit any part of the Website or the Service;
4. not to use the Website or the Service or the Material for the transmission or posting of any computer viruses or any material which, in our sole opinion, is defamatory, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety to any person;
5. not to use the Website or the Service or the Material in a manner which, in our sole opinion, amounts to a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright, confidentiality or privacy);
6. not to use the Website or the Service or the Material to transmit any material for the purposes of publicity, promotion and/or advertising on behalf of yourself or anyone else;
7. should you have any right, claim or action against any other person arising out of the use of the Website or the Service or the Material, you shall pursue such right, claim or action independently of, and without recourse to, IES;
8. not to make the Website or the Service or the Material available to third parties including your subsidiaries, group companies, sub-contractors or sub-licensees unless otherwise approved in writing by IES;
9. not use the Website or the Service or the Material to provide services to third parties (including without being limited to providing any training services), unless agreed with IES;
10. not to use the Service for an additional number of users and in the locations than that which is set out in the Quotation;
11. not to make alterations to, or modifications of, the whole or any part of the Website or the Service or the Material nor permit the Website or the Service or the Material or any part of them to be combined with, or become incorporated in, any other programs;
12. not to use the Website or Service in any way that contravenes our Acceptable Use Policy.

Acceptable Use Policy

The following acts contravene our Acceptable Use Policy:

Disruption

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services
- Tampering with, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data
- Deciphering any transmissions to or from the servers running the services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
 - Going far beyond the use parameters for any given service as described in its corresponding documentation
 - Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that's unrelated to the purposes for which the services were designed

Wrongful activities

- Misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with IES or any third party)
- Using the services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others

- Using the services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, "scraping")
- Using meta tags or any other "hidden text" including IES's or our suppliers' product names or trademarks

Inappropriate communications

- Using the services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by IES
- Disparaging IES or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

Inappropriate content

- Posting, uploading, sharing, submitting, or otherwise providing content that:
 - Infringes IES or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
 - You don't have the right to submit
 - Is deceptive, fraudulent, illegal, obscene, defamatory, libellous, threatening, harmful to minors, pornographic, indecent, harassing, hateful
 - Encourages illegal or tortious conduct or that is otherwise inappropriate
 - Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
 - Contains viruses, bots, worms, scripting exploits, or other similar materials
 - Is intended to be inflammatory
 - Could otherwise cause damage to IES or any third party

In this Acceptable Use Policy, the term "content" means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data you provide to IES or use with the Services.

Without affecting any other remedies available to us, IES may permanently or temporarily terminate or suspend a user's account or access to the services without notice or liability if IES (in its sole discretion) determines that a user has violated this Acceptable Use Policy.

Payment

In consideration of the rights granted in terms of this Agreement, you shall pay the charges set out either on the website for online payments or in the Invoice ("Charges") to us in accordance with the terms set out in the Invoice. Online payments are due immediately at the time of online purchase. Where an invoice is issued you shall pay the full amount invoiced to you by IES within thirty (30) days of the date on the Invoice in the method and to the account set out in the Invoice. You shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to IES. Interest shall be chargeable on any amounts overdue to IES at the rate of 4% per annum over the base rate of the Royal Bank of Scotland as applying from time to time, to run from the due date for payment until receipt by IES of the full amount, without prejudice to any other right or remedy of IES.

No Warranty

The Website, the Service and the Material are provided to you on an "as is" and "as available" basis without any representation, endorsement or warranty of any kind, express or implied (by law or otherwise). Specifically, IES do not warrant: (1) that any functions on the Website will be uninterrupted, maintained between versions, or error free; (2) that any defects which may occur will be corrected; (3) that the Website or the server that makes it available, are free from bugs, defects or viruses; or (4) the accuracy of the Services or the Material.

You acknowledge that the Website has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

You are using the Website, the Service and the Material at your own risk.

Liability

In no event shall IES be liable for any loss or damage, howsoever arising, out of or in connection with your use of the Website, the Service or the Material, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, loss arising from use or inability to use, loss arising from any errors or omissions in the Material, the Service or in the Website as a result of breach of contract, negligence, delict or tort. For the avoidance of any doubt in no event shall IES be liable for your misuse of Personal Data or failure to follow the General Data Protection Regulation requirements. In any event IES's maximum liability will be limited to £1000.

Intellectual Property Rights

The Website, including (but not limited to), artwork, data, frames, graphics, illustrations, logos, music, names, pages, photographs, service marks, software, sound, source codes, text, trademarks, video, and other material (including the Material) is protected by copyright and/or other proprietary rights (the "Intellectual Property Rights").

The Intellectual Property Rights remain with us, or where any material has been licensed to us, with the rights owners of such material. You may not copy anything from the Website in whole or in part without our express written authority. You must abide by all additional copyright notices or restrictions contained on the Website.

You are granted a non-exclusive license to use the Results for your business purposes only. You may not sell or sub-license the Results for any purposes, unless agreed with IES.

You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

You acknowledge and agree that we may use the Results and data you provide during your use of the Service for collecting the Results and your data into a database for sharing or selling to third parties. Our use of the Results and data shall not identify you, your projects, or your buildings in anyway.

The integrity of this Website is protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Website of IES are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

Downloaded Material

Any Material, which is downloadable, is carefully checked for viruses before being uploaded onto the Website. However we recommend that, as an extra precaution you run your own virus check on any Material you download by opening it and/or saving it to your disk or hard drive.

The use by you of any screensavers, wallpapers or other software including any files and images (collectively the "Software") is licensed to you by us. We do not transfer control, ownership or any intellectual property rights in the Software to you.

Downloading by you of any Material ("Downloaded Material") is permitted by us provided only that: (1) You retain on it and/or printed copy or any part thereof, all copyright and other proprietary notices and shall remain bound by the terms of such wording and notices; (2) you do not offer any Downloaded Material for sale or for distribution.

No part of the Website may be used to construct a database of any kind, nor may the Website or any part of it be stored in databases for access by you or any person, unless you or such other person, have obtained our prior written consent.

Right of Automatic Suspension

We shall have the right to immediately suspend your access to the Website, without refund of any payments, if you commit a breach of these Terms and Conditions, and the right to remove any material that we, at our sole discretion, consider to be defamatory, or otherwise in breach of any of the above warranties.

Indemnity

You will indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Terms and Conditions or any use of the Material, the Service or the Website.

Links to other Websites

Links are only permitted to the Home Page of the Website. You must not make the Website or any part of it available as part of another website, whether by hyperlink framing on the Internet or otherwise. You must not make the Website or any part of it appear on any other website as having a special relationship with that or any other website(s).

The Website may contain links (the "Links") to websites operated by parties other than us ("Third Party Websites"). We do not control Third Party Websites, and are not responsible for their content. The inclusion of the Links does not

imply any endorsement of the material on Third Party Websites, or any association with their operators. You are solely responsible for evaluating the integrity of the operators of any Third Party Websites; the accuracy and completeness of any information contained on them, and the value and authenticity of any goods or services offered through them.

Exclusion of Liability in Relation to Third Party Websites

We accept no liability with respect to any of the products, information, material or services offered or provided by any persons or other organisations listed on, or linked to, the Website, nor do we endorse any of them or any of their products or services. Should you decide to contract with any such person or organisation, the contract will be directly between you and that other party. We will have no contractual involvement, and will not be liable to you in contract or otherwise for any losses or damages that you suffer in relation to and as a result of products, information, materials or services provided to you by any of these organisations.

Severability

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction in which that Term or Condition is found to be illegal, invalid or unenforceable, it shall be severed and deleted and the remainder of the Terms and Conditions shall survive, remain in full force and effect, and shall continue to be binding and enforceable.

Privacy

If we gather any information about you then such information will be gathered and used by us in accordance with our [Privacy Policy](#).

Termination

IES may terminate this Agreement immediately by written notice to you for any reason, without refund of any payments, upon termination (1) all rights granted to you under this Agreement shall cease; (2) you must cease all activities authorised by this Agreement; (3) you must immediately pay to IES any sums due to IES under this Agreement, and (4) you must immediately cease use of the Website and delete all Materials from all computer equipment in your possession.

Waiver

No waiver by us of any breach by you of any of these Terms and Conditions shall constitute a waiver of any other breach, and no failure to exercise or partial exercise by us of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy in part or in full.

Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with Scots law. All disputes arising from them shall be submitted to the exclusive jurisdiction of the Scottish courts.

If you have any queries about these Terms and Conditions, you may contact us by emailing enquiries@iesve.com

Legal Information – Integrated Environmental Solutions Limited

Registered in Scotland No: **SC151456**

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VAT Registration No: **GB652 3186 44**