

API GROUP PLC – WEBSITE TERMS OF USE

Please read these terms and conditions before using this website

Terms of website use

These terms of use (together with the documents referred to in them) explain the terms of use on which you may access, browse and make use of our website www.apigroup.com (the “Site”). Please read these terms of use carefully before you start to use the Site, as these will apply to your use of the Site. We recommend that you print a copy of these terms of use for future reference.

By using the Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the Site.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of the Site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Site. When using the Site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on the Site.

Information about API

The Site is operated by API Group plc (“We”). We are registered in England and Wales under company number 00169249) and our registered office is at Second Avenue, Poynton Industrial Estate, Poynton, Cheshire, SK12 1ND. Our VAT number is GB 243 2900 86.

Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes to the Site

We may update the Site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

Accessing the Site

The Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright and trade mark laws and treaties around the world. All such rights are expressly reserved.

Our use of images on the Site may feature third party intellectual property rights. Such use is incidental and does not mean that there is:

- any connection between us and such third party; or
- that our products and/or services are purchased or endorsed by such third party; or
- that we endorse the products and/or services of such third party.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

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. Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a written licence to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user of the Site for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

We will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- any indirect or consequential loss or damage; or
- any loss or damage caused by a virus, distributed denial-of-service attack, 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 or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products by us for use by you, which will be set out in our terms and conditions of sale of goods and services.

Viruses

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the Site 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 the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. 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 site will cease immediately.

Linking to the Site

You may link to our home page with our prior written consent.

If you wish to make any use of content on the Site other than that set out above, please contact us.

Third party links

Where the Site 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.

Applicable law

These terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact API

To contact us regarding the Site, please email dataprotection@apigroup.com.

Thank you for visiting the Site.

API Group plc
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