

Website Terms of Use

1. Introduction

- 1.1 You will be able to access this Website without registering your details with us.
- 1.2 By accessing any part of this Website, you shall be deemed to have accepted these Website Terms of Use in full. If you do not accept these Website Terms of Use in full, you must cease to use this Website immediately.
- 1.3 Affinity Procurement Solutions Limited may amend or revise these Website Terms of Use at any time without notice. You should check this Website from time to time to review the then current Website Terms of Use because they are binding on you. Expressly designated legal notices or terms may be located on particular pages on this Website and are ancillary to these Website Terms of Use.

2. License

- 2.1 You are permitted to print and download extracts from this Website for your own personal use only provided that:
 - (a) No documents or related graphics on this Website are modified in any way;
 - (b) No graphics on this Website are used separately from accompanying text; and
 - (c) Affinity Procurement Solutions Limited copyright and trademark notices appear on all copies.

This permission will be revoked immediately if any of its terms are infringed or for any other reason whatsoever.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all materials on this Website (including without limitation photographs and graphical images) are owned by Affinity Procurement Solutions Limited or its licensors. Any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is strictly prohibited. If you breach any of the terms of these Website Terms of Use, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- 2.3 Subject to paragraph 2.1 no part of this Website may be reproduced or stored on any other website or included in any public or private retrieval system or service without prior written permission from Affinity Procurement Solutions Limited.
- 2.4 Any rights not expressly granted in these Website Terms of Use are reserved.

3. Service Access

- 3.1 While Affinity Procurement Solutions Limited endeavours to ensure that this website is normally available 24 hours a day, Affinity Procurement Solutions Limited will not be liable if for any reason this Website is unavailable at any time or for any period.
- 3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the control of Affinity Procurement Solutions Limited.

4. Visitor material and conduct

- 4.1 By using this Website you consent to the processing of personal information about you in accordance with our Privacy Policy, other than personally identifiable information, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. Affinity Procurement Solutions Limited will have no obligations with respect to such material. Affinity Procurement Solutions Limited will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to this Website any material:
- (a) that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - (b) for which you have not obtained all necessary licenses and/or approvals;
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in the UK or any other country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You must not misuse the Website (including, without limitation, hacking).
- 4.4 Affinity Procurement Solutions Limited will fully cooperate with any law enforcement authorities or court order requesting or directing Affinity Procurement Solutions Limited to disclose the identity or locate anyone posting any material in breach of paragraphs 4.2 or 4.3.
- 4.5 You shall fully indemnify Affinity Procurement Solutions Limited for any loss or damage suffered by Affinity Procurement Solutions Limited for breach of paragraphs 4.2 or 4.3.

5. Links to and from other websites

- 5.1 Connections that can be accessed via links from this Website are subject to separate terms and conditions. You must therefore read those terms and conditions carefully before using those sites.
- 5.2 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Affinity Procurement Solutions Limited makes no representations as to the security, quality or propriety of any website which may be accessed through this Website and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased from them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

- 5.3 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:
- (a) you do not remove, distort or otherwise alter the size or appearance of the Affinity Procurement Solutions Limited logo;
 - (b) you do not create a frame or any other browser or border environment around this Website;
 - (c) you do not in any way imply that Affinity Procurement Solutions Limited is endorsing any products or services other than its own;
 - (d) you do not misinterpret your relationship with Affinity Procurement Solutions Limited nor present any other misleading information about Affinity Procurement Solutions Limited;
 - (e) you do not otherwise use any Affinity Procurement Solutions Limited trademarks displayed on this Website without express written permission from Affinity Procurement Solutions Limited;
 - (f) you do not link from a website that is not owned by you or your employer; and
 - (g) your website does not contain content that could reasonably be construed as distasteful, offensive or infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 5.4 Affinity Procurement Solutions Limited expressly reserves the right to revoke the right granted in paragraph 5.3 for any breach of these Website Terms of Use and to take any action it deems appropriate.
- 5.5 You shall fully indemnify Affinity Procurement Solutions Limited for any loss or damage suffered by Affinity Procurement Solutions Limited for breach of paragraph 5.3.

6. Disclaimer

- 6.1 The communication of information and service on the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.
- 6.2 While Affinity Procurement Solutions Limited endeavours to ensure that the information on this Website is correct, Affinity Procurement Solutions Limited does not warrant the accuracy and completeness of the material on this Website. Affinity Procurement Solutions Limited may make changes to the material on this Website at any time without notice.
- 6.3 You will find on this web site links to other websites operated by third parties, once you leave this web site you acknowledge that their owners are totally independent from us and that Affinity Procurement Solutions Limited does not control these websites. Affinity Procurement Solutions Limited accepts no responsibility whatsoever for the activities or operations of these websites or the accuracy, copyright, compliance, legality or decency of any content or services available on these websites.

7. Warranty and Liability

7.1 This Website is provided "as is" for information purposes only and Affinity Procurement Solutions Limited gives no warranties of any kind either express or implied in respect thereof. Specifically, but without limitation, Affinity Procurement Solutions Limited does not warrant that:

- (a) you will be able to use this Website or that it will continue to be made available in its current or any other form;
- (b) this Website or any or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose.

7.2 It is your responsibility to use suitable anti-virus software on any material that you may download from this Website and to ensure the compatibility of such software or material with your equipment; or any content or information published on this website is accurate or complete.

7.3 The editorial content of any other website to which you have gained access by means of any hyperlinks published on the Website remains the responsibility of the provider of that other website.

7.4 All warranties which would otherwise be implied by law are hereby excluded.

7.5 Affinity Procurement Solutions Limited will not be liable to you, whether for negligence, breach of contract or otherwise, for any loss or damage of whatsoever nature suffered by you (including without limitation, direct loss or damage, indirect or consequential loss or damage, loss of goodwill, loss of business opportunity, loss of data or loss of profit), arising from:

- (a) your use or inability to use this Website at any time and any failure by Affinity Procurement Solutions Limited to provide this Website;
- (b) your use of and/or reliance on other websites to which you have gained access by means of hyperlinks published on this Website;
- (c) any inaccurate information published on this Website;
- (d) your failure to comply with any law or regulation that is applicable to you; or
- (e) your reliance on any information published on this Website.

8. Enforcement

8.1 The failure by Affinity Procurement Solutions Limited to enforce any term or condition of the Website Terms of Use shall not be deemed as a waiver of the right to enforce such term or condition.

9. Jurisdiction

9.1 These General Terms of Use and all matters arising from or connected with them, are governed by and construed in accordance with the laws of England and Wales.

9.2 The courts of England have exclusive jurisdiction to settle any dispute, controversy or claim arising from or connected with these General Terms of Use including one regarding the existence, validity or termination of these General Terms of Use or the consequences of their nullity.