



## **NIAB's Terms and Conditions for use of the NIAB website**

This website at "www.niab.com" ("**Website**") is operated by NIAB with its registered office at Huntingdon Road, Cambridge, CB3 0LE (collectively, "**the Company**" or "**we/us/our**")

### **Using the Website**

If you have any queries regarding the Website or any of the information or materials contained on or in it, please contact us by email at info@niab.com or by telephone on +44 (0) 1223 342200.

The use of this Website is subject to these Terms of Use, which set out the basic rules that govern your use of the Website, together with our Privacy Policy [http://www.niab.com/pages/id/40/About\\_our\\_website](http://www.niab.com/pages/id/40/About_our_website)

We intend to rely on these Terms of Use and it is our intention that you will be legally bound by them when you use and/or submit details through this Website. Please read the Terms of Use carefully, as your use of the Website constitutes your agreement to be bound by the Terms of Use. If you do not agree to the Terms of Use, please do not use the Website.

In particular your attention is drawn to the section on our "Disclaimer of liability" below.

### **Terms of Use**

#### **1. Modification**

We may, at our absolute discretion, change, edit, delete or revise the content of this Website from time to time, including these Terms of Use, for example to comply with changes in the law. Please check this page for changes which have been made to the Terms of Use. Your use of this Website after a change has been posted constitutes your acceptance of the amended Terms of Use. You may access these Terms of Use at any time by accessing the link to them which appears at the bottom of each page of the Website.

#### **2. Intellectual Property**

2.1 We are the owner or the licensee of all copyright, design rights, database rights, trademarks and other intellectual property rights in this Website, and in the material published on it. Your use of the Website grants no rights to you in relation to our intellectual property rights or the intellectual property rights of third parties. All such rights not expressly granted are reserved.

2.2 You may not modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, display, post, transmit or sell any content or intellectual property appearing on this Website. You agree not to change or delete any ownership notices from materials downloaded or printed from the Website.

2.3 You may print or otherwise copy materials published on this Website for non-commercial use only, provided that any copy of these materials which you make retains all copyright and other proprietary notices.

2.4 If you print off, copy or download any part of this Website in breach of these Terms of Use, we reserve the right to suspend or terminate your use of this Website immediately and you must, at our option, return or destroy any copies of the materials you have made.

2.5 Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions (collectively “Feedback”), will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

### **3. Links to Third Party Websites and Restrictions**

3.1 The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party’s website.

3.2 These Terms of Use do not apply to any third party website linked to the Website. You should read the terms and conditions of those websites before using them and direct any questions or comments about the linked website’s contents to the relevant website provider.

3.3 You may browse some areas of this Website without giving us any personal information. In this case, we may gather certain information such as records of your activity on the Website by reference to your Internet Protocol (IP) address.

### **4. Disclaimer of liability**

4.1 Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website, it is provided on an “as is” basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

4.2 Certain information on the Website may be of an historical nature. All historical information contained in the documents or presentations set out in the Website should be understood as referring to events and circumstances as they existed on the date that the relevant documents or presentations were first published or the relevant recordings were made. Nothing on this Website constitutes an invitation or offer to invest or deal in the securities of the Company or an invitation by the Company or any of its subsidiaries to enter into a contract with a user of this Website.

4.3 Access to and use of this Website is at the user's own risk and we do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses or other computer contaminants. You are recommended to take all appropriate safeguards (such as installing appropriate anti-virus software) and firewalls before downloading information or images from the Website.

4.4 Subject to clause 4.6 below, we shall not be liable to you for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the website, including without limitation, under any tort, including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement or under any statute or otherwise:

4.4.1 any indirect, special or consequential losses;

4.4.2 any losses or damages arising out of changes made to the content of this Website by unauthorised third parties;

4.4.3 any loss of business, data, profits, revenue, goodwill, use or anticipated savings;

4.4.4 loss or damage to your, or any third party's, data or records; or

4.4.5 any delay in, or failure of, performance of our obligations under these Terms of Use arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

4.5 Except as expressly provided in these Terms of Use, we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.

4.6 We do not seek to exclude or limit our liability to you for:

4.6.1 death or personal injury caused by our negligence;

4.6.2 fraud or fraudulent misrepresentation; or

4.6.3 any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **5. Privacy**

5.1 The Company treats personal data with respect and integrity. The Website Privacy Policy applicable to this Website explains how we may collect personal information through this Website, how we may process that information, who we may share it with and your rights with regard to this personal information.

5.2 Please read the terms of the Privacy Policy (referred to above) which contains important information about the use of the personal information you provide when using this Website.

## **6. Miscellaneous**

6.1 These Terms of Use are governed by the laws of England and only the courts of England will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.

6.2 If any provision of these Terms of Use is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms of Use which shall remain unaffected.

6.3 No delay or failure by us to exercise any powers, rights or remedies under these Terms of Use will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.