



## Website Terms and Conditions of Use

### Introduction and Important Notice

Welcome to Elektromotive's website "[www.elektromotive.com](http://www.elektromotive.com)" ("the Site") which is owned and operated by Elektromotive Limited ("Elektromotive") and whose registered address The Sussex Innovation Centre, Science Park Square, Falmer, Brighton, East Sussex, BN1 9SB, Company No. 4676138. If you ("You") agree to browse and use this Site You are agreeing to comply with and be bound by the following terms and conditions ("Terms") which, together with Elektromotive's Privacy Policy and any additional terms and conditions which expressly apply to services and information provided to You by Elektromotive through this Site, govern Elektromotive's relationship with You.

These Terms (together with those specifically drafted by Elektromotive to apply to You) supersede any prior advertisements, terms, agreements or communications between You and Elektromotive and constitutes the entire agreement between Elektromotive and You in respect of its subject matter. These Terms also contain limitations of Elektromotive' liability and exclusions of warranties. No proposed variation, amendment or changes to these Terms are valid or have any effect. If You do not agree to these Terms You must not use the Site and must leave the Site.

These Terms may be updated periodically and You are advised to check it on a regular basis so as to be aware of changes. By continuing to browse the Site and/or use the Site following any such change, You accept and agree to be bound by any such change to these Terms.

### 1. Definitions and Interpretations

1.1. In this Terms, which shall also apply to any other terms between You and Elektromotive unless expressly stated to the contrary:

<b>"Account"</b>	means your online account set up to access information regarding your Elektrobay usage and to add funds to allow for the purchasing of electrical recharging facilities on Elektrobays
<b>"Elektrobay"</b>	means the electrical vehicle recharging stations installed for you to use;
<b>"Personal Data"</b>	has the same meaning as in the Data Protection Act 1998;
<b>"Service"</b>	means any service which You have requested from Elektromotive and which Elektromotive have agreed to provide to You and confirmed in writing;
<b>"us" "we" or "our"</b>	means Elektromotive; and
<b>"You"</b>	means you, the browser and user of this Site.

### 2. Access to this Site

2.1. In order to access the Site You must:

- 2.1.1. provide for Your own access to the Internet and pay all associated telecommunication service and access fees;
- 2.1.2. provide all equipment necessary to make connection to the Internet; and
- 2.1.3. ensure that Your use of the Site is consistent with all applicable laws and regulations.

2.2. You acknowledge and agree that Elektromotive may in its sole discretion deny You access to the Site or to any Service provided through it for any reason at any time and Elektromotive shall have no responsibility to notify any third-party providers of any matter nor shall it have any responsibility for any consequences which may result from such lack of notification.

2.3. Elektromotive does not guarantee or warrant that the Site will be operable at all times or during any down time caused by:

- 2.3.1. outages to any public Internet backbones, networks or servers;
- 2.3.2. any failures of Your equipment, systems or local access services
- 2.3.3. previously scheduled maintenance; or
- 2.3.4. relating to events beyond Elektromotive' control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Elektromotive or Your servers are located or co-located.

2.4. You agree not to access the Site by any means other than through the interfaces that are provided or approved by Elektromotive.

2.5. In accessing the Site you are responsible for compliance with all applicable local laws.

### 3. Use of the Site

3.1. The information and services available on the Site are provided for the purpose of setting up and managing an online Account individuals looking to submit their employment and educational details for prospective employers to view, and for employers seeking to recruit staff and for advertisers who wish to promote their products and or services. You may only use, print and

download information from the Site for these purposes only and for no other personal or commercial purpose.

3.2. You may not otherwise copy, display, transmit or distribute any material from the Site.

3.3. In accessing and using the Site, You agree and acknowledge that You are not permitted to, and shall not:

3.3.1. allow any other person access to any password, user ID or account given to You by Elektromotive;

3.3.2. affect, restrict, limit, inhibit any other person from using the Site;

3.3.3. post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, derogatory or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, violate any applicable law or regulation, or damage the goodwill and repute of Elektromotive;

3.3.4. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or commercial schemes of any kind or other unsolicited commercial communication (except as otherwise expressly permitted by Elektromotive) or engage in "spamming", "spoofing" or "flooding";

3.3.5. post or transmit any software or material which contains any "virus", "trojan horse", "worm", "data bomb", "logic bomb" or any other similar component; or

3.3.6. copy, modify, licence, create derivative works from, transfer, post, publish, transmit, reproduce, distribute or in any way exploit:

(i). any information, software or other material obtained through the Site or from the Site for commercial purposes (other than as expressly permitted by these Terms or the provider of such information, software or other material);

(ii). any information, software or other material obtained through the Site which is protected by copyright or any intellectual property right or other rights anywhere in the world, or any derivative works with respect to such works in each case except if expressly permitted by these Terms or the copyright owner or rights holder; or

(iii). any component of the Site itself or derivative works with respect thereto.

#### **4. Site Content**

4.1. Elektromotive has the right (but not the obligation) to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect itself, its group companies or its subscribers. Elektromotive will not intentionally monitor or disclose any private electronic-mail message unless required by law.

4.2. Elektromotive's use of Personal Data and information that is confidential is governed by the terms of Elektromotive's privacy policy at [www.elektromotive.com/html/legal.php](http://www.elektromotive.com/html/legal.php).

4.3. Elektromotive reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms.

4.4. Elektromotive and/or their respective suppliers may make improvements and/or changes to the Site at any time, with or without notice.

4.5. The information and services included in or available through the Site may at times be based upon data and information provided by others and may include inaccuracies or typographical errors which Elektromotive are under no obligation to correct.

#### **5. Warranties**

5.1. Elektromotive **DO NOT WARRANT** or make any representation:

5.1.1. that the Site will meet Your requirements; or

5.1.2. regarding the use of and/or output from the Site of content, correctness, accuracy, reliability or otherwise.

5.2. Elektromotive does not represent or warrant that the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or any application used as part of the Site is free of viruses or other harmful components.

5.3. The warranties set out herein are instead of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose.

5.4. No oral or written communications by or on Elektromotive's behalf shall create a warranty or in any way increase the scope of the warranties Elektromotive have given.

5.5. You assume the entire risk in the information provided on or through the Site and remain responsible for ensuring that any reports, opinions, recommendations, forecasts or other comments submitted on it are accurate and complete.

5.6. Elektromotive makes no representation, warranty, commitment in relation to the provision of the Site including those as to the availability, the quality or fitness for

purpose, completeness, accuracy and up-to-datedness of any information, data, services, or products provided through or in connection with the Site.

- 5.7. Elektromotive may at its sole discretion modify the features of the Site from time to time without prior notice and any new features which augment or enhance the Site, including the release of new tools and resources, shall be subject to these Terms.

## **6. Liability and Indemnity**

- 6.1. The Site is provided on a "as is" and "as available" basis without warranty, condition or commitment of any kind, whether express or implied.
- 6.2. To the maximum extent permitted by applicable law Elektromotive disclaims and excludes all liability (whether arising in contract, tort (including negligence), breach or statutory duty or otherwise) arising from any inaccuracy, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record. Under no circumstances shall Elektromotive be liable to You for any loss or damage suffered (both direct and indirect losses) arising from Your access to and use of the Site.
- 6.3. Elektromotive shall not be liable for any failure to perform any obligation caused by any event beyond its reasonable control.
- 6.4. Elektromotive make no representation that access to the Site or use or reliance on any service provided through it will be appropriate, available or lawful in all countries.
- 6.5. Elektromotive shall not be held liable for any material available at the Site which is provided by any third party.
- 6.6. The content presented at this Site may vary depending upon Your browser functionality and limitations. Elektromotive accepts no liability if You cannot view any part or component of the Site or cannot access or receive the full functionality of the Site.
- 6.7. You agree to defend, indemnify and hold Elektromotive and its affiliates harmless from any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising in any way from Your access to the Site and/or in connection with all details, information and data that you upload onto the Site or the placement or transmission of any message, information, software or other materials through the Site by You or any users of Your account or any violation of these Terms by You or any users of Your account.
- 6.8. Nothing in these terms shall exclude or limit the liability of Elektromotive for fraud, death or personal injury arising out of Elektromotive's negligence or any warranty as to title or quiet possession implied by statute.

## **7. Copyright, Trade Mark and Intellectual Property Rights**

- 7.1. All materials ("Materials") including but not limited to, the design, layout, look, appearance, graphics, trade marks/service marks or other copyright works or intellectual property used or appearing on this Site are Copyright 2010, Elektromotive. All rights reserved. Elektromotive does not grant any license or other authorisation to use the Materials by placing them on the Site. Any copyright infringements of the Site content and other copyrighted material may result in prosecution according to national and international copyright laws.
- 7.2. Elektromotive are also the database right owners of the content and/or information available on or downloaded through the Site. You are not authorised to use, copy, distribute, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Materials or content of this Site, in whole or in part without the express permission of Elektromotive.

## **8. Third Party Links**

- 8.1. The Site and/ or the Site may contain hyperlinks or references to external third party web sites. Any such hyperlinks or reference is provided for Your convenience only. Elektromotive has no control over such third party web sites and accepts no responsibility in relation to any content, material or information contained therein. The display of such hyperlinks and reference to such third party website does not constitute an endorsement or recommendation by Elektromotive of such third party website, products or services. You are advised to verify any information on such third party web sites before relying on it.

## **9. Transactions through the Site**

- 9.1. If You make a purchase through the Site at any time, You may be asked by the merchant provider to supply certain information including credit card or other payment mechanism information. You agree not to hold Elektromotive liable for any loss or damage of any sort incurred as a result of any such dealings with any merchant or information or service provider through the Site. You agree that all information You provide any merchant or information or service provider through the Site for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services through the Site set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of Your account and credit

card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases through the Site.

#### **10. Waiver**

- 10.1. If Elektromotive fails, at any time to insist upon strict performance of any of your obligations under these Terms, or if Elektromotive fails to exercise any of the rights or remedies to which Elektromotive are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Elektromotive of any default shall not constitute a waiver of any subsequent default. No waiver by Elektromotive of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the above.

#### **11. Severability**

- 11.1. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **12. Law and Jurisdiction**

- 12.1. Any dispute or claim arising out of or in connection with the Site will be governed by English law and any dispute or claim arising out of or in connection with it shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### **13. Communications**

- 13.1. From time to time Elektromotive may contact You with certain communications or messages regarding the Site, such as service announcements, administrative messages, etc, and that these communications are considered part of the Site and You will not be able to opt out of receiving them.
- 13.2. Elektromotive may from time to time include 3<sup>rd</sup> party advertising as part of its Site and Elektromotive accepts no liability or responsibility for the content or services provided from any 3<sup>rd</sup> parties which advertise services via the Sites.
- 13.3. Applicable laws require that some of the information or communications Elektromotive send to you should be in writing. When using the Site, you accept that communication with Elektromotive will be mainly electronic. Elektromotive will contact you by e-mail or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Elektromotive provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **14. Notices**

- 14.1. All notices given by You to Elektromotive must be given to [administration@elektromotive.com](mailto:administration@elektromotive.com).
- 14.2. Elektromotive may give notice to You at either the e-mail or postal address you provided to Elektromotive when subscribing to the Site. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 14.3. In proving the Site of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

**February 2010**