



## CarbonNano Web Services Terms & Conditions

### 1). General Items:-

- “you” or “You” are the person visiting websites operated or owned by CarbonNano Ltd.
- “we” or “We” or “us” or “Us” are CarbonNano Ltd.

This document sets out the terms of use on which you may use our Products and Web Services (together the 'Nano Service'). By using our Products and Web Services, you accept, and agree to abide by, all the items contained in this document.

Some of the information contained in this document may also be superseded by information published elsewhere on any of our sites. Therefore it is important that you read this and the following documents before you use our websites, purchase our products or purchase our design services as these documents may be periodically updated:-

- Website Acceptable Use Policy
- Privacy And Cookie Policy
- Terms & Conditions Of Web Services
- Terms & Conditions Of Sale Of Products
- Terms & Conditions of Design Services

We are registered in England and Wales under company number 09444082.

We are not liable for any actions taken in response to breaches of this document. We reserve the right to take any other action we reasonably deem appropriate that might not be listed herein.

These terms and conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

### 2). The Nano Service:-

To deliver the Nano Service we will provide you with our Products in accordance with our Terms & Conditions of Sale of Products and provide you with our web services in accordance with this document.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, we can accept no responsibility or liability if you disclose your information to anyone else.

When using CarbonNano websites, you must comply with the provisions of our Website Acceptable Use Policy.

You are responsible for making all arrangements necessary for you to have access to our websites (including installation of the products and a working internet connection). You are also responsible for ensuring that all persons who access the site through your internet connection are aware of this document, and that they comply accordingly.

Commentary and other materials posted by us on our site are intended as guidance only. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Although we aim to offer you the best service possible, we make no promise that our on-line services will meet your requirements and we cannot guarantee that the service will be fault free. If a fault occurs in the service, please report it to us and we will correct the fault as soon as we reasonably can.

We reserve the right to withdraw, suspend or interrupt the web services (or any other part thereof) for repairs, maintenance or the introduction of new facilities or services. If we do so, we will restore our web services as quickly as we can.

We aim to update our web services regularly. We may suspend access to our site, or close it indefinitely. Any of the materials on our site may be out of date at any given time, and we are under no obligation to update such material.

### **3). Events Outside Our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations described in this document that is caused by an Event Outside Our Control, as defined below:-

- Any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an event outside our control takes place that affects our obligations described in this document, then we will contact you as soon as reasonably possible. Our obligations will be suspended for the duration of the event outside our control and also any necessary time that is required to perform any remedial tasks necessary because of such events.

You agree that any content, software or other copyright material we supply to you is for your own private use, and that you must not copy, change or publish the material or supply it to any other person or use it for any business purpose without our permission.

### **4). Intellectual Property**

We own the intellectual property right of the Nano Service, you are not permitted to reverse engineer any aspect of the designs or make any changes to the designs whatsoever. You are not permitted to copy or attempt to copy any aspect of the designs.

Our status (and that of any identified contributors) as the authors of material on our site, must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of our site you will be in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. This does not relate to documents provide in our links for your information.

## **5). Our Liability**

All material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy though we will use reasonable endeavours to make it as accurate as possible. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **6). Your Liabilities**

You may cancel your agreement for the services at anytime. However any refund will be subject to your terms of purchase.

If you do not adhere to this document, we reserve the right to suspend or end the agreement for the service immediately.

## **6). Uploading Site Material**

All site uploads must comply with the CarbonNano Web Site Acceptable Use Policy. Except for any data covered by our Privacy Policy, any material you upload to our site will be considered non-confidential and non-proprietary.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site at any time.

## **7). Viruses, Hacking and Other Offences**

You must not misuse our 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our 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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer product, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **8). Linking To Our Websites**

You may link to pages on our websites provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

## **9). Links From Our Websites**

Where our 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, and accept no responsibility for them and no liability for any loss or damage that may arise from your use of them.

## **10). Changes To This Document:-**

We reserve the right to change our Terms and Conditions or Policies at our sole discretion.

Whenever you visit or access our websites, purchase our product or purchase our design services, the version of our Terms & Conditions or Policies will be displayed by the date at the footer of each document.

You must keep a record of the version that was in existence at the time of your purchase or last visit and to understand whether there are any changes since that time, as your continued use of our products or services after changes to the Terms and Conditions have been made means that you agree to be bound by such changes.