

## **Our Company Details**

The controller of the Website is Electralink Limited (company registration number 03271981). Our registered address is ElectraLink Ltd Ground Floor, Grafton House, 2-3 Golden Square, London W1F 9HR.

Our VAT registration number is 698233689.

## **Terms and Conditions**

Please read the following terms and conditions (referred to below as the “Terms”) carefully before using this website. In these Terms, certain capitalised words have particular meanings for ease of reference as follows: “ElectraLink”, “we”, “us” and “our” shall refer to ElectraLink Limited; “Protected Content” means content on the Website which is only accessible by using Security Information; “you” and “your” shall refer to you as the user of the Website; “Security Information” means your user name and password; and “Website” shall mean the entire website at URL [www.electralink.co.uk](http://www.electralink.co.uk). If you do not agree to these Terms, you must not use the Website and your use of the Website constitutes your agreement to these Terms. We may in our absolute discretion modify these Terms from time to time and post the new version on the Website, following which all use of the Website shall be governed by the amended Terms.

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The use of email or other communication methods may not be secure and we recommend against sending information otherwise than directly through our Website. If you choose to send sensitive information otherwise than directly through our Website, this is done at your risk. If you are using a public computer, you must sign out when you have finished accessing our Website.

You are solely responsible for protecting the confidentiality of any Security Information made available to you in order for you to use the Website.

## **Confidentiality**

You agree that the Protected Information is confidential and you agree to keep in confidence and not disclose any Protected Information to any person without our prior written consent. This obligation of confidence shall continue for such time as you have any Protected Information in your possession or control whether or not you continue to use the Website.

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The Website may contain links to other websites on the Internet that are owned and operated by third parties. Any links to third party websites are provided solely for your convenience. You acknowledge and agree that we have not reviewed these websites and that we do not endorse such websites by providing links to them. We are not responsible for these websites or their availability or the content. You must not share Security Information with or transfer Security Information to any third party without our express consent and you must immediately notify us if you know or suspect any unauthorised use of your Security Information or other breach of security relating to the Website.

## **Data Protection**

You acknowledge that in order for us to provide access to some or all of the Website to you, we must collect certain personal data from you and process that data. Our

collection and use of your personal data is governed by our Privacy Policy. You expressly consent to our use of your personal data for the purposes set out in the Privacy Policy.

### **Disclaimer**

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We provide the Website and its contents on an 'as is' and 'as available' basis and make no representations or warranties of any kind with respect to the Website, its operation, content, availability, accuracy, completeness or currency save to the extent such warranties cannot be excluded by applicable law.

To the full extent permitted by applicable law, we disclaim all warranties, express or implied, of any kind, including but not limited to conditions implied by law of satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill. We do not warrant that the Website, its servers or emails which may be sent by us are free of viruses or other harmful components and you accept responsibility for performing virus checks using up to date anti-virus software.

Subject to the paragraph below, you agree that we, our directors, officers, employees and shareholders shall not be liable for damages arising from the operation, availability, content or use of the Website. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including but not limited to, direct, indirect, compensatory, special, incidental, punitive and consequential loss or damage or any loss of income, profits, goodwill, data, contracts or loss or damage arising from business interruption whether in tort, contract or otherwise. Without limiting this paragraph, we do not take responsibility for any event which is outside our reasonable control.

Nothing in these Terms shall exclude our liability for fraud or for death or personal injury caused by our negligence or for any liability which cannot be excluded by applicable law.

We may terminate or suspend access to the Website at any time in our absolute discretion without notice to you.

### **Governing Law**

These Terms shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts.

If you have any questions regarding the Website or these Terms please contact us at [helpdesk@electralink.co.uk](mailto:helpdesk@electralink.co.uk)