

Terms of Use

Last updated: 24 May 2011

These Terms of Use ("**Terms**") govern your use of the Applied Card Technologies Limited (company number 04476799) ("**ACT**") website www.weareact.com (the "**Website**"). By using the Website you are indicating your acceptance of these Terms. ACT may change the Terms at any time by putting amended Terms on the Website. If you do not accept these Terms please do not use the Website.

Prohibited Uses

The Website must not be used in a derogatory manner or in any manner which may adversely affect ACT's business or reputation.

You may use the website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, hardware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the website; or
- not to access without authority, interfere with, damage or disrupt any part of the website, any equipment or network on which the website is stored, any software used in the provision of the website; or any equipment or network or software owned or used by any third party.

Hacking and Offences

You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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. ACT will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

ACT 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 equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property

ACT is the owner or the licensee, as the case may be, of all intellectual property rights in the Website. This includes, without limitation, trade marks, copyright, database rights, rights in designs, rights in know-how, patents and rights in inventions, whether registered or unregistered.

The information and images contained on the Website are the property of ACT or its licensors and are protected by copyright laws. All software used on the Website is the property of ACT or its software

suppliers and is protected by copyright laws. The content of the Website may not be distributed, modified, reproduced in whole or in part without the prior written permission of ACT.

You acknowledge and accept that your use of the Website does not confer any title or right of ownership to the Website or the underlying software or databases, or any part of it, nor any intellectual property rights to or with regard to the website, underlying software or databases.

The status of ACT (and that of any identified contributors) as the author of material on the Website must always be acknowledged.

Although you are permitted to download any of the downloadable content on this Website, if you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at ACT's option, return or destroy any copies of the materials you have made.

Information Gathering

You may not use any data gathering or data extraction tools, such as robots, on the ACT website without the prior written permission of ACT.

Changes to the Website

ACT aims to update the Website regularly, and may change the content at any time. If the need arises, ACT may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and ACT is under no obligation to update such material.

DISCLAIMERS - PLEASE READ THIS SECTION CAREFULLY

While ACT has taken care in preparing the contents of the website and except as set out below, ACT does not accept any responsibility for any loss or damage arising out of or in connection with the use of the Website including, without limitation, indirect or consequential loss or damage, loss of anticipated revenues, loss of business opportunities, loss of goodwill, loss of data or damage to reputation. Nothing in these Terms shall operate to limit or exclude ACT's liability for:

- death or personal injury caused by ACT's negligence;
- damage suffered by you as a result of any breach by ACT of the condition as to title under Part 1 of the Consumer Protection Act 1987; or
- for fraud (including, but not limited to, fraudulent misrepresentation).

ACT does not guarantee that access to and use of the Website will be uninterrupted or error-free. From time to time ACT may suspend or restrict access to the Website in order to carry out repairs, maintenance or to introduce new facilities. ACT does not warrant that the information on the Website is accurate or complete and is not responsible for checking that information is accurate or complete.

Mention of third party products, services, companies and websites on the Website is for information purposes only and constitutes neither an endorsement nor a recommendation.

The Website contains links to websites run by other organisations. While every effort is made to check the content and accuracy of the websites ACT links to, ACT takes no responsibility for information contained on websites maintained by other organisations or for action taken as a result of information contained on websites maintained by other organisations.

Indemnity

You agree to indemnify and keep indemnified ACT from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by ACT and arising out of or in connection with any breach of these Terms or the Privacy Policy by you, save

to the extent that any such costs, expenses, losses, damages or other liabilities were caused or contributed to by any negligence or breach of these Terms by ACT.

Subscribing to the newsletter

You may subscribe to receive the ACT newsletter by email by submitting your name and email address via the Website. This information together with any other personal information provided by you will be treated in accordance with the section entitled "**Privacy**" below. You must make sure that the information you provide to us as part of the subscription process is complete and accurate.

Only individuals that are over 18 years of age who are located in the United Kingdom are allowed to subscribe to the newsletter. By providing ACT with your name and email address you confirm that you are:

- (a) over 18 years of age; and
- (b) located in the United Kingdom.

If at any time you wish to stop receiving the newsletter you must notify us at the address for ACT given below.

Privacy

Please review the [Privacy Policy](http://www.weareact.com/downloads/privacy-policy.pdf) (<http://www.weareact.com/downloads/privacy-policy.pdf>) for information on how ACT collects and uses your personal information. The Privacy Policy forms part of these Terms.

Framing

You may not frame the Website without ACT's prior written permission.

Other Websites and Services

You agree that any third party websites which you access through the Website are not under ACT's control and ACT is not responsible in any way for any of their contents. You agree that ACT will not be party to any transaction or contract with any third party that you may enter into and ACT will not be liable to you for any loss or damage which you may suffer by using those third party websites and services. You agree you will not involve ACT in any dispute you may have with any such third party website or service.

Linking

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

If you wish to make any use of material on the Website other than that set out above, please address your request to info@weareact.com.

Changes to the Terms

ACT may revise these Terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Website.

Suspension and Termination

ACT will determine your use of the Website, at its discretion, where there has been a breach of these Terms through your use of the Website. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach of the Terms upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website;
- issue of a warning to you; or
- disclosure of such information to law enforcement authorities as ACT reasonably feels is necessary.

ACT excludes liability for actions taken in response to breaches of these Terms. The responses described in these Terms are not limited, and ACT may take any other action it reasonably deems appropriate.

Severance

If any provision in these Terms is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of these Terms not affected by such invalidity or unenforceability shall remain in full force and effect.

Waiver

No delay or failure by ACT in enforcing any provision in these Terms shall be deemed to be a waiver or create a precedent or in any way prejudice ACT's rights under these Terms.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with the laws of England. Any dispute (including of a non-contractual nature) arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

Contact Us

If you have any questions about these Terms please contact us:

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