

Smee & Ford Legacy Analysis Portal Terms and Conditions

Please read all of the following terms and conditions which extend onto subsequent pages. These are the Terms and Conditions upon which we provide access to Smee & Ford Legacy Analysis Portal the "Service", produced by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC company.

This is a legal agreement (the "Agreement") between Smee & Ford and you (the "User"). Any specific paid subscription service(s) Smee & Ford will provide for the User are set forth in the Order Description (the "Order") which together with these terms form the Agreement.

By accessing the Service(s), you agree to these terms and conditions. If you do not agree to these terms and conditions, you should not use the Services(s). If you have any questions please contact enquiries@smeeandford.co.uk We recommend that you print a copy of these terms and conditions for your records. From time to time Smee & Ford may modify the terms and conditions. Accordingly, please continue to review the terms and conditions whenever accessing or using the Service(s). You acknowledge that your continuous use means you accept the revised terms and conditions.

Smee & Ford hereby grants the User a limited, non-exclusive, non-transferable license (the "License") to access the Service(s). You may only use the Service(s) in accordance with the terms outlined below.

1. Use of the Service

1.1 Users may use the Service(s) for the purposes of research, analysis and strategic planning relating to the User's own organisation. For the avoidance of doubt this right is limited to a non-systematic basis and shall not entitle Users to develop an archive of data or a database. Where extracts of data or information are quoted or used to create supporting graphs or tables for internal or external use the User agrees to name the Service(s) as the source. Under no circumstances can any of the Service(s) content be re-sold, integrated with any of the User's services or passed on to third party service providers for use in third party analysis, products or services.

1.2 Smee & Ford will allocate the User with an agreed number of usernames and passwords for use by the named User and named individuals only. It is the responsibility of the User to inform Smee & Ford of any changes to the contact details of the named users and/or the User contact during the term of this Agreement.

1.3 All data, reports and other elements making up the Service(s) may be copyright works or protected by database rights. The User agrees to abide by all additional copyright and database right notices or restrictions contained on the Smee & Ford website(s) and particular attention is drawn to the Wilmington Legal Copyright Notice which can be found here <http://www.wilmingtonplc.com/copyright-notice>

1.4 Smee & Ford uses all reasonable endeavours to ensure the security of the systems on which personal data is stored and may be processed. Users who are issued a username and password have responsibility to ensure that these details are kept confidential and are not used by any unauthorised third party.

1.5 Users are not permitted to share the user License or any of the Service(s) contents with any other division of the charity, its subsidiaries, related companies or other separate entities or individuals without purchasing further licenses at the standard rates.

1.6 The User agrees to ensure that all users of the Service(s) are aware of the terms of this Agreement and to notify Smee & Ford in writing promptly upon becoming aware of any unauthorised access to or use of the Service(s) by any party.

1.7 Smee & Ford may cancel or suspend access to the Service(s) without notice if it suspects that licences are being shared and reserves the right to issue invoices for additional licences in this event.

1.8 Smee & Ford may have to suspend the Service from time to time to carry out maintenance and to make upgrades. Smee & Ford will wherever possible give Users reasonable notice of such times in order to minimise disruption.

2. Service data and content

2.1 Whilst every effort is made by Smee & Ford to supply accurate information, we cannot guarantee the accuracy of the Service(s) data and content nor accept any liability for consequential loss in the event of any inaccuracy.

2.2 Smee & Ford will wherever possible, assist the User to ensure that the data can be used in any ways that are appropriate. Any additional work by Wilmington to adapt the information to special requirements may incur additional charges.

3. Intellectual Property and Database Rights

3.1 All rights to the data and content within the Service(s) remain with Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company.

3.2 Other than as expressly granted under this Agreement, the User shall ensure that its users do not copy, reproduce, recompile, decompile, disassemble, reverse-engineer, distribute, publish, display, perform, modify, upload to create derivative works form, transmit, communicate or in any other way exploit any part of the Service(s) and or its content.

3.3 Smee & Ford reserves complete editorial freedom in the form and content of the Service(s) and may add to, remove, change or edit content at any time and at its sole discretion, with or without notice.

3.4 Nothing in the Agreement shall constitute a sale of the Service(s) content or data and except as expressly provided in the Agreement no rights, licenses, express or implied, are granted to the User or its users in respect of the Service(s) content and data. Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company is throughout the world the owner of all Intellectual Property and Database rights subsisting in the Service(s) content and data. Nothing herein contained shall be construed so as to transfer any Intellectual Property or database rights whatsoever to the User or its users.

4. Use of Service(s) name, Trademarks and Logos

4.1 The User shall not use the name, trademarks or logos of the Service(s) in promotional materials, publicity materials, advertising or any other similar publications or communications, whether written or oral, without the prior permission of Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company.

5. Disclaimer

5.1 The material and information published on the Service(s), is provided on an "as is" basis without warranty of any kind, either expressed or implied. Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company does not guarantee the accuracy or integrity of the material or information nor its suitability for any particular purpose. To the extent permitted by law, Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company excludes any liability whether in contract, tort (negligence) or otherwise for any incorrect or misleading information on the Service(s).

5.2 Errors can occur and Smee & Ford offers no assurance that they will be corrected. No liability will be accepted in respect of service interruptions, nor in the event of any Viruses, Worms, Trojan Horses and other harmful components being present in or transmitted by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company systems and networks.

5.3 Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company does not accept any liability for any loss of data or software, revenue, business, profits cost or expense, or any direct, indirect, incidental or consequential loss or damage arising out of or in connection with the use of, or the lack of availability of the Service(s) or their content and/or in connection with any permission, right or license to use the material.

5.4 It is the User's responsibility to assess the value of the information and material on the Service(s) in the light of your own business and personal circumstances.

5.5 Subject to Clause 5.6, in the event that Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company is held liable, the total liability of Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company (whether in contract, tort, negligence or otherwise) in respect of any loss or damage arising out of or in connection with the Service(s) shall be limited to £1000 for any one incident or series of incidents. This clause does not affect your statutory rights as a consumer. This section survives termination of this Agreement for any reason.

5.6 Nothing in this clause 5 shall exclude Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company's liability to you for fraudulent misrepresentation by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company or the death or personal injury resulting from its negligence or that of its employees.

6. Term and Termination

6.1 Each paid License is purchased for a period of 12 months or an agreed lifespan as detailed on the Order. On completion of the initial and subsequent 12 months subscription periods, the License will be renewed for a further period of twelve months at the then current subscription price. Wilmington will give the User notification of the impending renewal of paid Licenses in

writing at least 30 days prior to the renewal date. The User may cancel its paid License prior to the renewal date.

6.2 Upon termination or expiry of this Agreement the User's rights to access the paid Service(s) shall immediately cease

7. Payments and Cancellations

7.1 If you have opted to pay by direct debit and therefore agree to pay instalments as set out in your payment plan on the agreed dates, you are contractually obliged to pay for the minimum period and any default of an instalment will result will the full balance of the minimum period being due immediately. You will be given the direct debit instruction at the time of booking which needs to be returned within 14 days. If the form is not received within the specified time the full balance will be due immediately.

7.2 Our terms of payment are: STRICTLY 30 DAYS NET - Interest is payable at a rate of 8% per annum above the Bank of England base rate together with compensation for debt recovery cost pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002, on all invoices not paid within these terms.

7.3 All payments sent must be accompanied by a remittance advice or documentation quoting the account and invoice number to which the payment relates. Where payment is received without identification or is deemed a duplicate/overpayment said funds will be held on account for a period of 12 months only.

7.4 Credit notes issued will remain valid for 12 months from the date of issue but if not used during this period will thereafter cease to have any value.

8. Confidentiality

8.1 The User agrees that the Service(s) supplied by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company is confidential and is supplied for the User's own internal business use only. The parties to the Agreement and any authorized third parties shall maintain as confidential the terms of the Agreement, including but not limited to, the Service(s) described, the fees charged by Smee & Ford to the User and any usernames or passwords issued to the User under the Agreement.

9. General Provisions

9.1 No waiver by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company of any breach of any obligation arising under this Agreement shall constitute a waiver of any other breach and no failure to exercise or partial exercise by Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

9.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid unlawful or unenforceable for any reason then such part will be severed from the remainder of

this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.3 This Agreement in conjunction with the Order constitutes the entire Agreement between Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company and you. All prior Agreements understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this Agreement.

9.4 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

9.5 Smee & Ford, a brand of MiExact Ltd., a Wilmington PLC Company may at any time assign all or part of its rights and benefits under this Agreement to any other party.

10. Wilmington plc– Statement on Bribery and Corruption

Bribery involves offering, promising or giving an advantage, (financial or other), to an individual in order to induce that individual to perform an improper action. It also involves the demanding of such an inducement. Wilmington plc ('the Company') is committed to conducting all of its business in an honest and ethical manner. It adopts an unequivocal zero-tolerance approach to bribery and corruption in any form, and is committed to acting transparently, professionally, fairly and with integrity in all business dealings and relationships, wherever it operates. The Company will not permit any employee, or anyone acting on its behalf, to give, accept, offer, solicit, or promise a bribe or solicitation payment, regardless of the amount involved. This includes any kind of facilitation (or 'kickback') payment. It will also not work with any third party organisation that does so. Further information is contained in the Company's ABC Policy, which has been provided to you. If for any reason you have not received this document, please contact the Company as soon as possible. Whilst working with or on behalf of the Company, you are required to comply with the Policy at all times.