

Portal Terms of Use

You should read these Terms of Use carefully before using our Flamconnect Remote Service Portal (“**Portal**”), as by using the Portal you are confirming that you accept these Portal Terms of Use and that you will comply with and agree to be bound by them.

If you do not accept these Portal Terms of Use you should leave the Portal immediately.

Last updated on [•] March 2023.

1. Purpose

- 1.1 These Portal Terms of Use apply to each use of the Portal.
- 1.2 To access the Portal and use the subscription remote service (“**Remote Service**”) provided by Flamco, you must make use of the username and password provided to you for that purpose. You are responsible for keeping all log-in data confidential and secure and will follow all reasonable instructions in that respect required by Flamco.
- 1.3 Flamco at its sole discretion may change the Portal (such as adding, amending or deleting functionalities, amending look and feel) and these Portal Terms of Use. Your continued use of the Portal post any modifications undertaken by Flamco to the Portal Terms of Use shall be construed as your acceptance to the modifications. It is your responsibility to check these Portal Terms of Use when you use the Portal to take notice of any changes Flamco makes, as they are legally binding on you. Some of the provisions contained in these Portal Terms of Use may also be superseded by provisions or notices published elsewhere on the Portal.

2. Prohibited Uses

- 2.1 You may only use the Portal for the purposes made known to you whether directly by Flamco or via your employer. Any other use is prohibited and would be construed as a breach of Portal terms of Use.
- 2.2 If you suspect misuse of your or any other account or become aware of the fact that log-in data may or has been shared with or accessed by anyone else, you will inform Flamco immediately and Flamco at its sole discretion may disable the account and/or issue new log-in data.
- 2.3 Based upon reasonable grounds, including but not limited to (suspected) misuse or fraud, Flamco reserves the right to (i) adapt or limit the functionality of the Portal and/or the Remote Service, (ii) block access to the Portal and/or the Remote Service or (iii) block an individual account.
- 2.4 You may not use the Portal:
 - 2.4.1 in any way that breaches any applicable local, national or international law or regulation;
 - 2.4.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

- 2.4.3 to send, knowingly receive, upload, download, use or re-use any material which does not comply with Section 3 (Content Standards) below;
- 2.4.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
- 2.4.5 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.5 You also agree:

- 2.5.1 not to reproduce, duplicate, copy or re-sell any part of the Portal; and
- 2.5.2 not to access without authorization from Flamco, interfere with, damage or disrupt:
 - 2.5.2.1 any part of the Portal;
 - 2.5.2.2 any equipment or network on which the Portal is stored;
 - 2.5.2.3 any software used in the provision of the Portal; and/or
 - 2.5.2.4 any equipment or network or software owned or used by any third party.

3. Content Standards

- 3.1 Please remember that any content you upload to the Portal may be viewed by other users, so always think carefully and exercise caution before you submit any content. These content standards apply to any and all material which you contribute to the Portal. Any content that you contribute to the Portal must be accurate, genuinely held and comply with all applicable laws in England and Wales and the laws in any country from which they are posted or viewed.

4. Availability

- 4.1 Subject to for unavailability due to maintenance, Flamco undertakes to use commercially reasonable efforts to maximize uptime of the Portal and the Remote Service.

5. Warranty

- 5.1 Except as to the express warranty contained herein, the Portal and the Remote Service are provided on an "as is" basis and Flamco makes no conditions, warranties or representations of any kind with regard to the Portal and the Remote Service, including without limitation, any implied warranties of satisfactory quality, uptime, merchantability, fitness for a particular purpose, title and non-infringement, all of which are, to the extent permissible by law, hereby expressly excluded. Flamco does not represent or warrant that the results of use or that the Portal and the Remote Service are bug free or that their use will be uninterrupted.

6. Indemnity

- 6.1 You indemnify and hold harmless Flamco and any of its affiliates, partners, employees and agents against all actions, claims and demands which may be instituted against Flamco and its affiliates arising out of a failure by you, or by any person using your username and password, (whether or not you have authorised that person to use your username and password), to comply with these Portal Terms of Use.

7. Security

- 7.1 Flamco will use commercially reasonable efforts to secure the Remote Service and its contents from unauthorized access and alteration, but cannot guarantee that no unauthorized access or alteration will take place.

8. Privacy

- 8.1 Flamco processes your personal data in accordance with its privacy policy, as updated from time to time, which can be found at <https://flamcogroup.com/uk-en/page/privacy-policy>.

9. Intellectual Property

- 9.1 All rights of intellectual property with respect to the Remote Service and the Portal, including but not limited to the copyrights and database right, are vested in (and shall remain vested in) Flamco and/or its licensors.
- 9.2 You hereby agree and acknowledge to forever waive and never assert any claims or rights including all Moral Rights (as defined below) that you may have in or with respect to any Intellectual Property of Flamco. "Moral Rights" in this regards means any rights to claim authorship / ownership over Intellectual Property of Flamco or to object to or prevent the utilization of any Intellectual Property owned by Flamco, or to withdraw from circulation or control the publication or distribution of any Intellectual Property owned by Flamco, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is expressly designated.

10. Suspension and Termination

- 10.1 Flamco will determine, at its sole discretion, whether there has been a breach of the Portal Terms of Use through your use of the Portal. When a breach of the Portal Terms of Use has occurred, we may take such action as we deem appropriate.
- 10.2 Failure to comply with these Portal Terms of Use upon which you are permitted to use the Portal constitutes a material breach and may result in Flamco or its representatives taking all or any of the following actions:
- 10.2.1 immediate, temporary or permanent withdrawal of your right to use the Portal;
 - 10.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to the Portal;
 - 10.2.3 issue of a written warning to you;

- 10.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 10.2.5 any further legal action against you; and/or
- 10.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

11. **Governing Law and Jurisdiction**

- 11.1 If you are a business user using the Portal as a resident anywhere in the world, these Portal Terms of Use or their subject matter or formation (and any non-contractual obligations arising out of or in connection with them) are governed by and construed by the laws of England and Wales. All disputes arising out of or in connection with these Portal Terms of Use (including without limitation in relation to any non-contractual obligations) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration will be London, England.

12. **Contacting Us**

- 12.1 If you have any questions about material which appears on the Portal, please contact [insert@flamcogroup.com].