# **SIG Website Terms of Use**

### Welcome to our website

### 1. Introduction

- 1.1. In these Terms of Use:
  - a) "we", "our" and "us" means SIG Trading Limited (a company registered in England and Wales under registration number is 00998314) whose registered office is at SIG plc, Adsetts House, 16 Europa View, Sheffield Business Park, Sheffield S9 1XH.
  - b) "you" and "your" means a user or viewer of the website at http://www.ockwells.com (the "Website").
- 1.2. These Terms of Use set out the terms and conditions on which we agree to make available, and you agree to access and use, the Website. Please read these Terms of Use carefully.

### 2. Terms of Use

- 2.1. By browsing and using the Website, you agree to comply with and be legally bound by these Terms of Use.
- 2.2. There are additional terms that also apply to your use of the Website:
  - a) our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us; and
  - b) our Cookie Policy which sets out information about the cookies on our Website.
- 2.3. If you disagree with any of the Terms of Use or Privacy Policy, you should not use the Website.

### 3. Your obligations

- 3.1. You agree not to:
  - a) use the Website or access it for any fraudulent or unlawful purpose;
  - b) interfere with or disrupt the operation of the Website or access to it;
  - c) transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
  - d) restrict or inhibit the ability of any other person to access or use the Website;
  - e) modify, adapt or translate any portion of the Website, or remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website; and
  - f) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Website or circumvent the navigational structure or presentation of the Website.
- 3.2. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

## 4. Legal disclaimers

- 4.1. Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law.
- 4.2. The content of the Website is for your general information and use only and we may change the content at any time without notice to you. You acknowledge and agree that the Website is made available to you on an "as is" basis, and that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third party equipment and services.
- 4.3. We exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms, including, without limitation:

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- a) that access to the Website will be uninterrupted or error-free;
- that the Website or the computer server from which the Website are made available, are free of viruses or other harmful components;
- that the Website and any of the content contained in or delivered via the Website is suitable for your needs, or fit for any purpose you are using it for; and
- d) that any of the content contained in or delivered via the Website or otherwise made available in connection with the Website is accurate, error-free, complete, reliable, suitable or up to date.
- 4.4. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.
- 4.5. Subject to clause 4.1, we will not be liable to you for any loss of profits, loss of revenues, loss of business, loss of goodwill, loss of data or any indirect, consequential or special loss or damage.

### 5. Intellectual property

- 5.1. The intellectual property rights in the Website and copyright in all material stored, displayed and accessible on the Website is either owned by us or duly licensed to us by third parties (including without limitation the design, layout, look, appearance and graphics of the Website). All such rights are reserved.
- 5.2. You must not modify any paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs or graphics separately from any accompanying text.
- 5.3. Our status (and that of any identified contributors) as authors of content on the Website must always be acknowledged.
- 5.4. All trademarks reproduced on the Website, which are not the property of, or licensed to the operator, are acknowledged on the Website.

### 6. Linked websites

- 6.1. From time to time, the Website may also include links to other third party websites. These links are provided for your convenience to provide further information. They do not signify that we endorse such third party websites. We do not review such third party websites and you acknowledge and agree that:
  - a) we have no responsibility for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and we do not control their content or availability;
  - b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites; and
  - c) if you access any such websites, you do so entirely at its own risk.

### 7. Amendments

7.1. We may amend these Terms of Use from time to time. Every time you wish to access and use the Website, please check the Terms of Use to ensure that you understand the terms that apply at that time. The date at the bottom of this webpage indicates when these Terms of Use were last updated. If you do not agree with the Terms of Use in force at the time you wish to use the Website, you must not continue to use the Website.

### 8. Governing law and jurisdiction

- 8.1. These Terms of Use (and any non-contractual obligations arising out of them) are governed by and shall be construed in accordance with English law.
- 8.2. The courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms of Use (including in relation to any non-contractual obligations).

Valid as of 25-05-2018