

Aster Commercial Services

WEBSITE TERMS OF USE

Welcome to Aster Commercial Services, www.astercommercial.com (our Site).

1. TERMS OF USE

- 1.1. This page (and the documents referred to) sets out our terms and conditions for using our website (Terms). Please read these terms carefully before using our site. By using our site, you confirm that you accept these terms and you agree to comply with them. If you do not agree with these Terms, you should not use our Site. We recommend that you print a copy of these Terms for future reference.
- 1.2. These Terms refer to our Privacy Policy which can be found on our Site, which also applies to you if you choose to use our Site.
- 1.3. If you decide to use our services, our Terms of Business will also apply to you.

2. INFORMATION ABOUT US

- 2.1. www.astercommercial.com is a site operated by Aster Commercial Services Limited and references to "we" or "us" means Aster Commercial Services Limited.
- 2.2. We are registered in England and Wales under company number 10891573 and have our registered office at The Stable Barn Westfield Farm, Nettleton, Chippenham, Wiltshire, United Kingdom, SN14 7PA.
- 2.3. Questions, comments and requests regarding these Terms are welcomed, please email us at _hello@astercommercial.com.

3. ACCESSING OUR SITE

- 3.1. Access to our Site is permitted on a temporary basis and we reserve the right to withdraw or amend the services we provide on our Site without notice. We will not be liable, if for any reason, our Site is unavailable at any time or for any period. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted.
- 3.2. You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and that they comply with them.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site.
- 4.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4. Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

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- 4.5. You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.6. If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. RELIANCE ON INFORMATION POSTED

- 5.1. The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 5.2. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.
- 5.3. Where our Site contains links to other Sites and resources provided by third parties, these links are provided for your information only. Those links should not be interpreted as approval by us of those websites or any information you may obtain from them.

6. OUR SITE CHANGES REGULARLY

We may update and change our Site and the content from time to time to reflect changes to our services, our users' needs and our business priorities. Any of the material on our Site may be out of date at any given time and we are under no obligation to update such material.

7. OUR LIABILITY

- 7.1. The material displayed free of charge on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
 - 7.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - 7.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - 7.1.2.1. loss of income or revenue;
 - 7.1.2.2. loss of business;
 - 7.1.2.3. loss of profits or contracts;
 - 7.1.2.4. loss of anticipated savings;
 - 7.1.2.5. loss of data;
 - 7.1.2.6. loss of goodwill;
 - 7.1.2.7. wasted management or office time; and
 - 7.1.2.8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a

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fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8. INFORMATION ABOUT YOU

We process information about you in accordance with our Privacy Policy which can be found on our Site.

9. VIRUSES, HACKING AND OTHER OFFENCES

9.1. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

9.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

9.3. We 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 our Site or to your downloading of any material posted on it, or on any website linked to it.

10. LINKING TO OUR SITE

10.1. 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.

10.2. You must not establish a link from any website that is not owned by you.

10.3. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice.

10.4. If you wish to make any use of material on our Site other than that set out above, please address your request to hello@astercommercial.com.

11. LINKS FROM OUR SITE

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Site including any non-contractual obligations. These terms of use including any non-contractual obligations are governed by English law.

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13. VARIATIONS

We 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 we 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 our Site.

14. CONTACT US

If you have any concerns about content or material that appears on our Site, please contact hello@astercommercial.com.

Thank you for visiting our Site.

(These Terms were last updated on 01 July 2018)