METCO GLOBAL – EMEA HQ
Unit A3, Lakeview Business Park
CARDIFF, CF3 5PU
United Kingdom

Tel: +44 (0) 2921 321800

Website Terms of Use

These Terms of Use, and any documents referred to herein, set out the terms and conditions on which you are permitted to use our websites, www.metco.global (our **websites**). By using our website, you agree to be bound by, and to comply with, these Terms of Use.

These Terms of Use are effective from 23rd May 2018

Please read these Terms of Use carefully. We recommend that you print off a copy of these Terms of Use for your records, as well as any future versions of them, as we may update them from time to time. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 14 (EXCLUSIONS AND LIMITATIONS OF LIABILITY), 15 (INDEMNIFICATION), 16 (DISCLAIMERS) AND 17 (AGE RESTRICTIONS ON USE OF OUR WEBSITE).

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use our website.

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1. Our details

1.1 METCO Global (**we, our** and **us**) operates the website.

2. Your responsibility for others who access our website using your device or internet connection

You must ensure that any persons who access our website on your computer(s) or device(s), or who are permitted or able to access our website on your computer(s) or device(s), or who use your internet connection, are aware of these Terms of Use and all other documentation

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referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our website, and you must not permit them to do so.

3. Other documents governing your use of our website

3.1 In addition to these Terms of Use, your use of our website is also governed by the following documents:

(a) Our privacy policy, which is available at http://metco.global/legal. Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

(b) Our cookies policy, which is available at http://metco.global/legal. Our cookies policy governs our use of cookies and similar technologies on our website. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change your browser preferences and settings to accept or reject cookies.

3.2 By accessing and using our website, you agree to be bound by the terms and conditions contained in these Terms of Use, you acknowledge that we will process your information in accordance with our privacy policy, and our use of cookies and similar technologies in accordance with our cookies policy.

3.3 If you do not agree to the terms set out in these Terms of Use, you must not use our website.

4. Availability of our website

4.1 We make no representations and provide no warranties that:

(a) the website will be made available at any specific time or from any specific geographical location;

(b) your access to the website will be continuous or uninterrupted; or

(c) the website will be accessible or optimised on all browsers, computers, tablets, phones or viewing platforms.

4.2 We reserve the right to suspend access to all or part of the website for any reason, including for business or operational reasons, such as improving the appearance or functionality of the website, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the website for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.

5. Changes we may make to these Terms of Use and other documentation

5.1 We reserve the right to update these Terms of Use, our privacy policy, our cookies policy and any other documentation referred to in any of these documents from time to time. We may change our Terms of Use and other documentation for any reason, including:

(a) to reflect any changes in the way we carry out our business;

(b) to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website;

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(c) to accurately describe our current data-processing activities so that you are kept up to date with our latest practices;

(d) to inform you of any changes in the way that we use cookies or similar information-gathering technologies; or

(e) to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance.

5.2 If required by law, we will provide you with notice of any changes in these Terms of Use or the other documentation referred to in them by posting a notice on the website and/or by posting an updated version of these Terms of Use or other such documentation on our website with a new effective date stated at the beginning of them.

5.3 By continuing to access our website after we have updated our Terms of Use, terms of sale, and/or user content agreement, you agree to be bound by those updated versions. You also acknowledge that by continuing to access our website after we have updated our privacy policy and/or our cookies policy, that the practices set out in those updated policies will apply to our handling of your information and our use of cookies and similar technologies.

5.4 You must check these Terms of Use and all other documentation referred to in them each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.

5.5 The date that these Terms of Use and/or any other documents (including our privacy policy and cookies policy) were last amended is set out at the top of that document and is referred to as that document's "effective date".

6. Your account details

6.1 If we provide you with account information such as a user name, identification number, account code and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your account information to any third party.

6.2 Where we provide you with the option to select your own login information, including a password, we recommend that you supply login information unique to your own use of this website, and do not use information from other accounts you may hold with other websites or any easily discoverable information about you. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your login information to any third party.

6.3 You must never use another user's account without permission. When creating your account, you must provide accurate and complete information. You agree that you will not solicit, collect or use the login credentials of other individuals. We prohibit the creation of, and you agree that you will not create, an account for anyone other than yourself. You also represent that all information you provide to us upon registration and at all other times will be true, accurate, current, and complete. You agree to update your information as necessary to maintain its truth and accuracy.

6.4 We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms of Use or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorised access to your account, or any unauthorised disclosure of your login information.

6.5 If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password. If you are unable to change your password, you must immediately notify us by email, at info@metco.global

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7. Ownership of material on our website

7.1 All trade marks, service marks, trade names, logos, copyright and other intellectual property rights in our website and its content are either owned by us or licensed to us. All such rights are protected by intellectual property laws around the world, and all rights are reserved. Any use of the website and its contents, other than as specifically authorised herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.

7.2 The trade marks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, "Third Party Mark(s)") may be trade marks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the website should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of our or any Third Party Marks that are used or displayed on the website, without the respective owner's prior written permission, in each instance. All goodwill generated from the use of our trade marks will benefit us exclusively.

8. Information and content on our website provided on non-reliance basis

8.1 Our website is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not make our website available for any other purposes, except as expressly provided in these Terms of Use.

8.2 The content on our website is not intended to be construed as advice. You must not rely on any of the content of our website for any purposes whatsoever, and you must seek your own independent professional advice before deciding to take any course of action on the basis, whether in whole or in part, of any of the content available on our website at any time.

8.3 We make no representations and provide no warranties whatsoever, whether express or implied, that any of the content or materials available on our website from time to time are accurate, up to date or complete.

9. Permitted use of materials on our website

9.1 The content on our website is provided for your personal, private and non-commercial use only. You may print or share the content from our website for lawful personal, private and non-commercial purposes, and you may also make others within your organisation aware of the content on our website. You may not otherwise extract, reproduce or distribute the content of our website without our prior written consent.

9.2 Whenever you print, download, share or pass on content from our website to others, you must not make any additions or deletions or otherwise modify any text from our website, you must not alter or change any images, media or graphics from our website in any way, you may not remove any accompanying text from such images, media or graphics, and you must ensure that all content passed on to any third party is an accurate representation of the content as it appears on our website.

9.3 You are prohibited from using any robots, spiders, data mining or scraping technology or any similar third party tools for the extraction or reproduction of any data or content from our website without our prior written consent.

9.4 Whenever you pass on any content or materials from our website to anyone, you must acknowledge us as the authors of such content or materials (or any other authors wherever credited by us) at the time when you pass on such content or materials.

10. Prohibited uses of our website

10.1 You must not reproduce, duplicate, copy or resell any part of our website or any content from our website, save and except to the extent expressly permitted in these Terms of Use.

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10.2 You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our website or any part of it, our systems, any of our hardware or equipment or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.

10.3 You must use our website for lawful purposes only and in accordance with these Terms of Use. You must not use our website:

(a) for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;

(b) for any fraudulent purposes whatsoever;

(c) to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorised by us;

(d) to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;

(e) to communicate with, harm or attempt to harm children in any way; or

(f) in any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.

10.4 You must not submit any information about you to us if you are under the age of 18, or about any other person who is either:

(a) under the age of 18; or

(b) if they are aged 18 or above, where you have not received their prior written consent to submit information about them to us.

10.5 You must not submit to us any information which is considered 'sensitive personal information'. 'Sensitive personal information' is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.

10.6 If you accidentally or intentionally submit such information to us, you will be considered to have consented to our processing of that information on the basis of Article 9(2)(a) of the General Data Protection Regulation (Regulation (EU) 2016/769).

11. Viruses and other harmful content

11.1 We do not guarantee that our website does not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to our website.

11.2 We shall not be responsible for any bugs or viruses on our website, or any software that might be transferred to your computer from our website, or any consequences which the presence or operation of such programs may have.

11.3 You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or other browsing device.

11.4 You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.

11.5 You must not use any third parties, software or technology to attempt to gain unauthorised access to our website, our servers, systems, hardware, software or data.

11.6 You must not attempt to perform any denial of service type attack on our website.

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11.7 You must not perform any action which would contravene the Computer Misuse Act 1990.

11.8 We may report any breach or suspected breach of this clause 11 (*Viruses and other harmful content*) to the relevant authorities and may disclose your identity.

12. Links to other websites

12.1 Links to third party content or websites may appear on our website from time to time. We are not responsible for the content of any websites accessible via any link(s) on our website. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate.

12.2 Any third party website accessible via a link on our website may collect and process your information. We are not responsible for any data-processing activities carried out by any third party website which is linked to from our website, and we disclaim any and all liability in respect of the same. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

13. Links to our website

13.1 You may not link to our website without our prior written consent.

13.2 Where you have obtained our consent to link to our website:

(a) you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;

(b) wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and

(c) you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.

13.3 We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

14. EXCLUSIONS AND LIMITATIONS OF LIABILITY

14.1 We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

14.2 SUBJECT TO THE AFORESAID, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:

(a) YOUR USE OF OUR WEBSITE;

(b) ANY CORRUPTION OR LOSS OF DATA;

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(c) ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
(d) ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
(e) ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
(f) ANY LOSS OF REPUTATION OR GOODWILL;
(g) ANY LOSS OF SAVINGS;
(h) ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
(i) ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

14.3 WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

14.4 You specifically agree that we shall not be liable for any content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

14.5 YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.

14.6 To the extent that any of the provisions of this clause 14 (*EXCLUSIONS AND LIMITATIONS OF LIABILITY*) are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

15. INDEMNIFICATION

15.1 You (and also any third party for or on behalf of whom you operate an account or activity on the website) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or those conducted on your behalf):
(a) your uploads, access to or use of the website;
(b) your breach or alleged breach of these Terms of Use;
(c) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
(d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
(e) any misrepresentation made by you.

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15.2 You will cooperate as fully required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

16. DISCLAIMERS

16.1 THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

(a) THE SERVICE;
(b) THE WEBSITE CONTENT;
(c) USER CONTENT; OR
(d) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE.

IN ADDITION, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

16.2 WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

16.3 BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

16.4 WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

17. AGE RESTRICTIONS ON USE OF OUR WEBSITE

17.1 Our website and any products or services available on or via the website are not intended for use by individuals under the age of 18.

17.2 IF YOU ARE UNDER THE AGE OF 18, YOU MUST NOT USE OUR WEBSITE, PURCHASE OR ATTEMPT TO PURCHASE ANY OF OUR PRODUCTS OR SERVICES, OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US.

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17.3 We do not knowingly or intentionally process information about any individual under the age of 18.

18. Governing law and jurisdiction

18.1 These Terms of Use, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with English law.

18.2 The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms of Use and any documents they refer to.

19. Copyright, credit and logo

19.1 The copyright in these Terms of Use is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. Unless expressly indicated otherwise, all intellectual property rights in this document and elsewhere on our website, including any content on our website, are reserved.

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User Content Agreement

This User Content Agreement sets out the terms that apply to you when you use any interactive functions on our website, www.metco.global (our **website**). When you click agree to this User Content Agreement, you agree to be bound by its terms in addition to our website terms of use, you acknowledge that your information will be processed in accordance with our privacy policy, and that we use cookies and similar technologies in accordance with our cookies policy.

This User Content Agreement is effective from 23rd May 2018.

Please read this User Content Agreement carefully. We recommend that you print off a copy of this User Content Agreement for your records, as well as any future versions of it, as we may update it from time to time.

If for any reason whatsoever you do not agree to this User Content Agreement or do not wish to be bound by any or all of its terms, you must not click agree to this User Content Agreement, and you must not access or use any interactive functions of our website, link to our website, contact other users of our website or upload any content to our website.

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1. Basis of agreement

1.1 This User Content Agreement, in addition to our Terms of Use, sets out the terms and conditions that apply to you when you access any interactive features of our website, upload content onto our website, interact with other users of our website or upload links on our website.

1.2 When you click agree to this User Content Agreement, you agree to be bound by the terms set out herein.

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2. Variation of this User Content Agreement

2.1 We may vary the terms of this User Content Agreement from time to time:

(a) to reflect any changes in the way we carry out our business;

(b) to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website; or

(c) to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and guidance.

2.2 By continuing to access our website after we have updated this User Content Agreement, you agree to be bound by that updated version.

2.3 You must check this User Content Agreement each time you access our website in order to ensure that you are aware of the terms and conditions that apply to you at that time.

2.4 If required by law, we will provide you with notice of any changes we make to this User Content Agreement by posting a notice on our website. Where we make any changes to this User Content Agreement, we will post the updated version on our website with a new effective date stated at the beginning of it.

2.5 The date that this User Content Agreement was last amended is set out at the top of the document and may be described as the document's "effective date".

3. Content uploaded to our website

3.1 Whenever you make use of any feature or interactive function on our website that enables you to upload content to our website, any content you upload must:

(a) state any facts accurately;

(b) state opinions only when, and to the extent that, they are genuinely held, and you must also state the person to whom those opinions belong;

(c) comply with all applicable laws and regulations both in England and Wales, any country from which you upload the content and any other applicable laws from time to time; and

(d) not constitute Prohibited Content (described in clause 6 (*Prohibited Content*) below).

3.2 You may upload your own confidential information to our website, but any confidential information you upload will be made public and non-confidential by you uploading it. We do not guarantee that any content uploaded by you will be treated as confidential, and we disclaim any responsibility for maintaining the confidentiality of any such uploaded content. You must not upload confidential information belonging to any other person. Any and all content that you upload to our website will be treated as non-confidential.

3.3 We are not responsible for securing or backing up any data or content uploaded by you, and we are not responsible for any loss or corruption of such data or content. If you do not wish to lose any content uploaded by you, you should back up and secure such content independently.

3.4 You shall be solely responsible for content you upload to our website and for the consequences of uploading or publishing it. In connection with your uploads and anything contained, displayed, featured, incorporated, or appearing therein or related thereto, you hereby represent and warrant that you either:

(a) are the owner of all copyright and other intellectual property rights in the content uploaded by you; or

(b) are licensed or otherwise legally authorised by the owner of the copyright or other intellectual property rights in the content you upload to use that content and to distribute that content on or via third party websites (including on or via our website) in the public domain on a non-confidential basis, and to grant the licence described in clause 4.2 (*Rights you grant in relation to content uploaded to our website*) for and on behalf of the owner of the copyright.

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3.5 You further represent and warrant that your use and/or uploading of any content to our website does not infringe and will not infringe on the copyright, trade mark, trade secret, rights or privacy or publicity, or other intellectual property or personal rights of any person or entity.

3.6 If you own the copyright in any photograph, video or other material that appears on our website and you consider that its appearance on our website violates your copyright, please notify us by email at hello@metco.global. If you are uncertain whether the use of the content you are reporting infringes your legal rights, you may wish to seek legal guidance. Please bear in mind that submitting intentionally misleading reports of infringement may be punishable under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA") in the United States, with similar laws existing in other countries.

4. Rights you grant in relation to content uploaded to our website

4.1 You shall at all times remain the owner of all copyright in the content uploaded by you, unless the copyright in such content is owned by a person other than yourself, in which case that person shall retain the ownership of the content.

4.2 By uploading content to our website, you grant us a worldwide, transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy, adapt, modify, reproduce, process, publish, transmit, display and distribute such content to anyone, by any means whatsoever, for any lawful purpose, and to relicense, whether or not in exchange for payment, third parties to do the same. This means that any content you upload to the internet via our website is public, and may be distributed anywhere by anyone, including persons other than ourselves and those to whom we have relicensed it.

4.3 You grant each user of the website a non-exclusive licence to access the content you upload through the website, and to use, copy, reproduce, distribute and display such content as permitted through the functionality of the website and under this User Content Agreement.

4.4 You waive any claims you may have based on any usage of the content you upload or the works derived therefrom including (but not limited to) claims for infringement, invasion, misappropriation, or violation of intellectual property or personal rights.

5. Prohibited uses of our website

You must use our website for lawful purposes only and in accordance with this User Content Agreement. You must not use our website:

(a) to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing the same;

(b) to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate or market to anyone any goods, services or business not authorised by us;

(c) for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;

(d) for any fraudulent purposes whatsoever;

(e) to communicate with, harm or attempt to harm children in any way; or

(f) in any way or for any purpose that breaches this User Content Agreement or the terms of any other documents referred to in it.

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6. Prohibited Content

You must not upload any content to our website, or upload to our website any links to third party websites containing content which falls into any one or more of the following categories (**Prohibited Content**):

(a) contains confidential information belonging to any other person, save and except where you have the legally binding authorisation of such person to upload the content to our website;

(b) contains any advertising or promotions relating to any other business or that provides a link to any other business, without our prior written consent;

(c) is deceptive, dishonest, deceitful, inaccurate or untrue;

(d) misrepresents your identity, status or any affiliation you may have with any third party;

(e) impersonates any other person or organisation;

(f) represents or suggests that the content is provided by us or reflects our views, opinions, positions, activities or affairs;

(g) contains any swear word or profanity, is offensive, obscene, hateful or aggressive, threatening, abusive, harassing or malicious towards any person or is likely to cause anxiety, distress, discontent or annoyance, or which promotes violence, hatred, aggression or unrest;

(h) is in any way discriminatory towards any person or class of persons on account of nationality, race, gender, age, religion, disability, sexual orientation or any other characteristic or ground(s) capable of constituting unlawful discrimination under the Equality Act 2010;

(i) infringes any intellectual property rights of any other person, including, without limitation, any copyrights, database rights or trade marks;

(j) breaches any statutory duty owed to any other person;

(k) breaches the terms of any contract owed to any other person;

(l) contravenes the terms of any court order;

(m) is defamatory, disparaging, rude or insulting towards any person or organisation or which is capable of harming the reputation of any person or organisation;

(n) contains, alludes to or describes any sexually explicit material, or which redirects users to such content;

(o) incites, encourages, advocates or promotes any illegal activity, or assists anyone in the commission, planning or conduct of any illegal activity; or

(p) contains a statement that is likely to be understood by some or all of the members of the public to whom it is published as a direct or indirect encouragement or other inducement to them to the commission, preparation or instigation of acts of hatred, violence or terrorism.

7. Actions we may take in relation to uploaded content

7.1 We reserve the right to take any action whatsoever that we deem appropriate in respect of any suspected or actual breach of this User Content Agreement. Such action may include:

(a) issuing you with a warning in respect of your non-compliance with the terms of this User Content Agreement;

(b) suspension or termination, without notice, of your right to use our website;

(c) modification or removal of any content uploaded by you;

(d) disclosure of your identity to any third party where that third party (or their representative) makes a complaint to us relating to content uploaded by you, and it appears to us that the content uploaded by you constitutes a violation of their or any other person's intellectual property rights, privacy rights or any other rights;

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(e) disclosure of your identity, any content uploaded by you and any other relevant information to the police or any other law enforcement authority in the event that we deem this to be reasonable, necessary or otherwise required or permitted by law;

(f) commencing legal proceedings against you for all expenses that we incur because of any breach by you of this User Content Agreement; or

(g) any other or additional action that we deem appropriate in the circumstances.

7.2 YOU HEREBY HOLD HARMLESS AND INDEMNIFY US FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REPUTATION OR GOODWILL, AND ANY OTHER SECONDARY OR CONSEQUENTIAL LOSSES), PENALTIES, COSTS (INCLUDING PROFESSIONAL AND LEGAL COSTS ON A FULL INDEMNITY BASIS) AND EXPENSES SUFFERED OR INCURRED BY US ARISING FROM, IN CONNECTION WITH OR RELATING TO ANY BREACH BY YOU OF THIS USER CONTENT AGREEMENT OR OUR TERMS OF USE OR ANY ACTION BROUGHT AS A CONSEQUENCE OF ANY CONTENT BEING UPLOADED BY YOU (INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY CONTENT).

7.3 We shall have no liability to you whatsoever for the consequences of any action we take in response to any breach by you of the terms of this User Content Agreement, our website terms of use, or any other document, laws or regulations governing your use of our website.

8. No responsibility for user-generated content

Some parts of our website may contain content and materials that have been uploaded by other users. Any such content is owned by or licensed to the users who uploaded the material, or owned by other third parties and has not been approved by us. We make no representations and provide no warranties whatsoever in respect of any such user-generated content, and have no obligation to monitor or review any such content. Any opinions or views contained in any user-generated content may describe the opinions and views of the users who uploaded it and/or the views of third parties and not our own views, opinions, positions or values. Accordingly, we do not endorse any opinions, advice or recommendations contained in any user-generated content.

9. Viruses and other harmful content

9.1 You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or browsing device which you use to access our website.

9.2 You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.

9.3 You must not use, whether by yourself or in conjunction with any third parties, any software or technology to attempt to gain unauthorised access to our website, our servers, systems, hardware, software or data, or cause, encourage or entice any third party to do the same.

9.4 You must not perform any denial of service type attack on our website.

9.5 You must not perform any action which would contravene the Computer Misuse Act 1990.

9.6 We may report any breach or suspected breach of this clause 9 (*Viruses and other harmful content*) to the relevant authorities and may disclose your identity to them.

10. Links to other websites

10.1 We are not responsible for the content of any website(s) accessible via any link(s) on our website from time to time. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related, suitable, appropriate, lawful or accurate.

10.2 Any third party website accessible via a link on our website may collect and process information about you. We are not responsible for any data-processing activities carried out by any third party website linked to from our website or how such third parties may use information about

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you, and we disclaim any and all liability in respect of the same. You must check the privacy policy of any such third party to establish how they may use information about you before you decide to use their website and its features.

11. Links to our website

11.1 Where you have obtained our consent to link to our website:

(a) you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;

(b) wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and

(c) you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.

11.2 We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

12. Conflict

The terms of this User Content Agreement shall prevail over any other terms which may conflict with them, including any terms in our Terms of Use, privacy policy or cookies policy.

13. Severance

In the event that any term of this User Content Agreement is found by a court of competent jurisdiction to be void, invalid, illegal, unenforceable or non-binding, it shall be modified to the minimum extent necessary to make it valid, legal, effective and binding, giving effect to the purpose of the original term to the maximum extent possible. In the event that such modification of the term is not possible, it shall be deleted from this User Content Agreement. Where a term is defective only because of a partial term, sub-clause or part-provision of a term, and such modification is not capable of remedying the defect, that defective partial term, sub-clause or part-provision alone shall be deleted. No deletion of any term or partial term, sub-clause or part provision under this clause shall affect the validity of the remainder of this User Content Agreement or any other terms contained herein.

14. Assignment

14.1 We may assign, transfer or otherwise deal with, in any way whatsoever, any of our rights and obligations under this User Content Agreement. We may need to do this, for example, if we sell part or all of our business, in order to obtain credit from a third party, where we engage subcontractors, or in connection with the enforcement of our rights. Where we do assign, transfer or otherwise deal with our rights and obligations under this User Content Agreement, we will try to give you notice of such action.

14.2 You may not assign, transfer or otherwise deal with, in any way whatsoever, any of your rights and obligations under this User Content Agreement.

15. Waiver

Any failure to exercise or delay by us in exercising any of the rights or remedies that we may have under this User Content Agreement or otherwise shall not constitute a waiver of those rights or remedies, or any other rights or remedies that we may have against you or any other

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person at any time. Any exercise of our rights and remedies under this User Content Agreement or otherwise shall not restrict us in any way from the further exercise of those same rights or remedies, or any other rights or remedies that we may have against you or any other person at any time.

16. Third party rights

Save and except as expressly provided in this User Content Agreement, no person other than a party to this agreement shall have any rights or remedies (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) in respect of this User Content Agreement.

17. Reservation of rights

The rights and remedies arising under this User Content Agreement are in addition to any rights and remedies arising under law.

18. Governing law and jurisdiction

18.1 This User Content Agreement, any documents referred to in it, and any disputes arising from or in relation to it, whether contractual or not, shall be governed by and construed in accordance with English law.

18.2 The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to this User Content Agreement or any documents referred to in it.

19. Copyright, credit and logo

19.1 The copyright in this User Content Agreement is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. All intellectual property rights in this document are reserved.

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