

FMO Terms of Use

This Agreement is entered into between FMO (whose registered office is 2a Ahed House Annexe, Sandbeds Trading Estate, Dewsbury Road, Ossett. Wakefield. West Yorkshire. WF5 9ND) and any user of the Website (the "User"). The User agrees to the terms of this Agreement for the purpose of gaining access to a variety of FMO proprietary and confidential databases and restricted areas of information accessible through the Website after the User has submitted its unique password as provided to the User by FMO ("Restricted Areas"). By using the Website and entering the Restricted Areas, the User agrees to comply with all of the terms and conditions as stated in this Agreement.

Protection of Content

The Website is owned and operated by FMO and is subject to protection under law. The User recognises the special value and importance of the protection of the material, substance, processes, capabilities, character and essence of the Website and its Restricted Areas. The User agrees to hold information related to the operation and character of the Website in confidence and not to make any disclosure to a third party without the prior written consent of FMO. The User shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of proprietary information and trade secrets to ensure proprietary information and trade secrets are not disclosed to any other party. The User shall have no right to use any FMO trademarks. Copyright to all data and information contained within the Website and Restricted Areas is unless otherwise stated the property of FMO and save where expressly permitted by FMO, shall not be copied, distributed, sold, reproduced, licensed or otherwise dealt with, in whole or in part.

Limited Access

The User shall only permit access and use of the Restricted Areas to such of its principals and employees as is reasonably necessary for the User to effectively make use of the Website for the purpose intended by FMO and to no other persons, entities, subsidiaries or affiliates without prior written consent of FMO.

Amendments to Agreement

FMO reserves the right, at its absolute and sole discretion, to change, modify, add or remove any portion of this Agreement at any time without notice or liability and such modification shall become effective upon posting on the Website. User's access to the Restricted Areas of the Website following such modification shall be conclusively deemed to be the User's acceptance of such modification. FMO reserves the right to charge a fee to the User for access to the Website.

Change in Service

FMO may change, suspend, or discontinue any aspect of the services provided in the Restricted Areas, including the availability of any feature, database or content of the Website, at any time without notice and without liability.

Force Majeure

FMO shall not be liable to the User or any other party for delays, cancellations or interruptions of the availability of data as caused by acts of God, inevitable accident, fire, strike or other labour dispute, act of government, illness or incapacity of any important performer, employee, representative or sub-contractor, failure in whole or in part of transmission facilities, failure in whole or in part of software or hardware components, or other cause of a similar or different nature beyond the control of FMO.

Limitation of Liability

FMO does not warrant that the Website, nor any of its links and related sites, will be free from defect nor free of viruses or other harmful components. The information contained in the Website is believed by FMO to be accurate but FMO accepts no liability for any reliance that the User places on it. FMO assumes no liability for any other websites to which the Website links. FMO shall not be liable for any direct or indirect loss including any loss of profit, consequential, indirect, special or incidental losses or damages howsoever arising out of the use of the Website or the Restricted Areas (whether in contract, tort or otherwise) provided always that nothing shall exclude or restrict FMO

liability for death or personal injury caused by its negligence. Any warranties or representations, express or implied, which are inconsistent with this clause, are hereby excluded.

Security

The User shall not circumvent the encrypted data or gain access to more data than permitted under this Agreement or any other agreement with FMO. The User is solely responsible for all security, and all use (including unauthorised use) of the User's password. The User shall only disclose its password to such of its principals or employees as is reasonably necessary and shall in no circumstances disclose the password to any other party. The User is solely responsible for all security and recognises that any data transmitted to FMO is not encrypted and therefore FMO are not responsible for any loss or misuse of data transmitted by the User.

Indemnification

The User shall hold harmless and indemnify FMO and its officers, directors, shareholders, employees, and agents from any and all liability, howsoever arising, including legal fees and expenses, arising from (a) the User's authorised or unauthorised use of the Website or (b) breach of this Agreement or (c) use of the Website by any other party having obtained access to the Website after disclosure of the User's password to such other party or with the permission of the User.

Termination in the event of default

The unauthorised use, dissemination of information or the failure to comply with this Agreement, or a material breach by the User of any obligation or representation made by the User in any agreement with FMO or any company within the same group of companies, may result in the immediate termination by FMO of the User's right to access the Restricted Areas, without notice or liability on the part of FMO.

Other Agreements

This Agreement has no effect upon any other written agreement with FMO and upon termination of this Agreement or revocation by FMO of the User's right to access the Restricted Areas, all representations, obligations, disclaimers and warranties made by FMO and the User in any other written agreement will continue in full force and effect subject to the terms of those agreements.

Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, such invalidity, illegality, or un-enforceability shall not affect any other provisions of this Agreement.

Data Protection

Any details, which the User provides to FMO from which FMO can identify any individual, shall be held and processed in accordance with current Data Protection legislation. Users should refer to the FMO Privacy Policy for further information.

Assignment

The User may not assign, transfer or novate this Agreement or any part thereof.

Governing Law

This agreement shall be governed, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.