

## Terms of Use

These Website Terms of Use apply to this website which is operated by Urbaser Limited (Registered office: First Floor, Westmoreland House, 80-86 Bath Road, Cheltenham GL53 7JT– Company number: 03588422 – VAT No: 753 858 196) under the domain name [www.urbaser.co.uk](http://www.urbaser.co.uk) and is part of the Urbaser Group (referred to as “we”, “us”, “our”), which also includes the operating entities which are listed at [www.urbaser.es](http://www.urbaser.es).

By proceeding beyond the homepage you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable licence to use this website in accordance with the conditions set out below.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

In addition to the provisions of these Website Terms of Use, there may also be specific and additional terms that apply to certain sections of this Website. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Website Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

Finally, these Terms of Use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [www.urbaser.co.uk/privacy-policy](http://www.urbaser.co.uk/privacy-policy) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy [www.urbaser.co.uk/privacy-policy](http://www.urbaser.co.uk/privacy-policy) which sets out information about the cookies on our site.

## Copyright and submitted material

All materials and information on this Website including without limitation any logo, design, text, graphic and their arrangement (“Content”) are licensed to or owned by a member of the Urbaser group. Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner. You may access and use the Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

You acknowledge and agree that if you contribute Content to the Website, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us. We reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions (collectively “Feedback”), will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback

## Links

We may provide links on this Website to the websites of third parties. However, you acknowledge and agree that we have no control over and do not monitor these third party websites or their contents. We make no representations about and cannot accept any liability for these websites and their contents. A link to a third party website does not mean that we endorse the content of that website. Your access to third party websites may be governed by their own terms of use.

You may not create a link to this Website from another website or document without our prior written consent.

We reserve the right to withdraw linking permission without notice.

## User conduct

You are responsible for all of your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

In accessing this Website, you must not:

- disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through this Website or linked websites
- disrupt or interfere with any other user's enjoyment of this Website or linked websites
- use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the Website, or any of the Content, without our prior written permission
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website
- use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity
- engage in any kind of illegal, criminal or tortious activity through the use of the Website, including infringement of any third party intellectual property rights (including without limitation copyright, trademarks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, harassment, stalking, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code
- attempt to obtain unauthorised access to this Website or parts of this Website that are not opened to public access; or post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication.

If we issue you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

We will not be liable for any loss or damage caused by a denial-of-service attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## **Indemnity**

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

## **Limitation of liability**

Subject to any responsibilities implied by law and which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defense or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or performance of this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.

## **Warranty**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our site from time to time, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## **Jurisdiction and applicable law**

The English courts shall have exclusive jurisdiction over any claim arising from, or related to, a visit to this Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Terms of Use are governed by English law