

Terms

These terms and conditions (the “Terms”) outline the rules and regulations for the use of ProjectWise Ltd.’s Website, located at www.beprojectwise.co.uk.

By accessing this Website, you confirm that you accept these Terms. If you do not agree to these Terms, please refrain from using the Website.

Who We Are:

This Website is owned and operated by **ProjectWise Ltd** a company incorporated in England and Wales with registration number **14825201** whose registered office is at **39 hunts Rd, Stratford upon Avon, CV37 7JJ**. In the event you have any question about these Terms, contact us via the contact form on our Website.

Our Services:

ProjectWise is a provider of building and construction consultancy services (the “Services”). We are committed to facilitating a streamlined process for realising your vision by addressing challenges inherent in the construction process. This commitment aims to optimise long-term cost-efficiency while concurrently ensuring a consistent delivery of superior quality.

ProjectWise commits to conducting the Services with a reasonable degree of care and expertise. The Services shall be carried out in line with commonly accepted commercial practices and standards prevailing within the building and construction industry. The Services shall adhere to all pertinent laws and regulations relevant to their provision, including those pertaining to:

- i. *Anti-Bribery and Corruption*: ProjectWise shall conform to all laws and regulations concerning anti-bribery and corruption.
- ii. *Data Protection*: ProjectWise shall observe all laws and regulations pertaining to data protection.

ProjectWise undertakes to exert reasonable efforts to uphold all applicable health and safety regulations, as well as any other justifiable security requisites, that pertain to the premises in question and have been duly communicated to ProjectWise.

Service Information:

While diligent efforts are made to maintain the accuracy of Service information presented on the Website, such information is provided on an "as-is" basis. We do not warrant the accuracy, entirety, or dependability of any content featured on the Website, including Service descriptions and specifications. We aim to offer precise and comprehensive Service descriptions; however, there may be slight variations between the actual service rendered and the descriptions offered on the Website. Availability of all services, as outlined on the Website, is contingent upon circumstances and may vary. We are unable to assure the continuous availability of any particular Service at all times.

Cookies:

The Website uses cookies to help personalise your online experience. By accessing ProjectWise, you agreed to use the required cookies. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programmes or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you. For more information, see our Cookies Policy.

Intellectual Property and Licence:

Unless otherwise stated, ProjectWise Ltd and/or its licensors own the intellectual property rights for all material on ProjectWise. All intellectual property rights are reserved. You may access this intellectual property from ProjectWise for your own personal use subject to restrictions set in these Terms. You must not:

- Copy or republish material from ProjectWise
- Sell, rent, or sub-licence material from ProjectWise
- Reproduce, duplicate or copy material from ProjectWise

- Redistribute content from ProjectWise

This Agreement shall begin on the date hereof.

Parts of this Website offer users an opportunity to post and exchange opinions and information in certain areas of the Website. ProjectWise Ltd does not filter, edit, publish or review Comments before their presence on the Website. Comments do not reflect the views and opinions of ProjectWise Ltd, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, ProjectWise Ltd shall not be liable for the Comments or any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this Website.

ProjectWise Ltd reserves the right to monitor all Comments and remove any Comments that can be considered inappropriate, offensive, or causes breach of these Terms.

You warrant and represent that:

- You are entitled to post the Comments on our Website and have all necessary licences and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party;
- The Comments do not contain any defamatory, libellous, offensive, indecent, or otherwise unlawful material, which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant ProjectWise Ltd a non-exclusive licence to use, reproduce, edit and authorise others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

Hyperlinking to our Content:

The following organisations may link to our Website without prior written approval:

- Government agencies;

- Search engines;
- News organisations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System-wide Accredited Businesses except soliciting non-profit organisations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organisations may link to our home page, to publications, or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organisations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law, and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organisations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organisation does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of ProjectWise Ltd; and (d) the link is in the context of general resource information.

If you are one of the organisations listed in paragraph 2 above and are interested in linking to our Website, you must inform us by sending an e-mail to ProjectWise Ltd. Please include your name, your organisation name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organisations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- Using any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of ProjectWise Ltd.'s logo or other artwork will be allowed for linking without a trademark licence agreement.

Content Liability:

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are raised on your Website. No link(s) should appear on any Website that may be interpreted as libellous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Prohibited Conduct:

In connection with your use of the Website, you expressly agree not to:

- Use the Website in any manner that could disable, overburden, or impair the functionality or security of the Website or interfere with other users' use of the Website.
- Use any automated means or software to access, collect, or harvest information from the Website for any purpose without our express written permission.
- Transmit or upload any material that is malicious, harmful, offensive, or violates any applicable laws or regulations.

- Engage in any fraudulent or deceptive activities, including but not limited to identity theft, credit card fraud, or any attempt to deceive other users or us.
- Infringe upon the intellectual property rights of others, including copyrights, trademarks, patents, or trade secrets. This includes using or distributing content without proper authorisation.
- Attempt to hack, disrupt, or gain unauthorised access to the Website, its servers, or any other connected systems, or introducing malware, viruses, or any other harmful code.
- Use the Website or its contents for commercial purposes without obtaining explicit written consent from us.
- Post, transmit, or distribute content that is harassing, defamatory, libellous, hateful, racist, or otherwise offensive to individuals or groups.
- Send unsolicited communications, such as spam or marketing messages, to other users or third parties through the Website.
- Collect or share personally identifiable information of other users without their consent or in violation of applicable privacy laws.
- Engage in bulk data collection, scraping, or mining of information from the Website without express permission from us.
- Take actions that may adversely affect the performance, stability, or security of the Website or its hosting infrastructure.
- Link to Websites that contain malware, explicit adult content, or illegal material.

If you become aware of any violation of these Terms or suspect unauthorised use of the Website, please notify us immediately through the contact information provided on the Website.

We reserve the right to suspend or terminate your access to the Website, in whole or in part, if we reasonably believe that you have violated these Terms or engaged in any activity that may harm the Website or its users.

Reservation of Rights:

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these linking terms and conditions at any time. By continuously linking to our Website, you agree to be bound to and follow these linking Terms.

Removal of links from our Website:

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly.

General:

Modification of Terms: ProjectWise reserves the right to update or modify these Terms at any time without prior notice. Changes to the Terms will be effective immediately upon posting on the Website. It is your responsibility to review these Terms periodically to stay informed of any updates or modifications. Your continued use of the Website after the posting of changes constitutes acceptance of the revised Terms.

Governing Law: These Terms and any disputes arising from or related to the use of the Website shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. Any legal action or proceeding related to these Terms or the Website shall be brought exclusively in the courts located in England.

Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. The unenforceable provision shall be replaced by a valid and enforceable provision that most closely aligns with the original intent of the invalid provision.

Entire Agreement: These Terms, along with any separate agreements or policies incorporated herein by reference, constitute the entire agreement between you and ProjectWise concerning the use of the Website, supersedes

all prior or contemporaneous communications, understandings, or agreements, whether written or oral.

Waiver: The failure of ProjectWise to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if it is in writing and signed by ProjectWise.

Contact Information: For any questions, concerns, or enquiries regarding these Terms, you may contact ProjectWise using the contact information provided on the Website.

