

Terms of Use for Contact Management Service

These terms and conditions, together with the notices, policies or documents incorporated into this document, are the terms and conditions that apply to your use of the Service (“**Terms of Use**”). Please read these Terms of Use carefully before using the Service. By clicking the ‘accept’ button and accessing and using the Service you accept these Terms of Use, and you agree to be bound by these Terms of Use. If you do not accept these Terms of Use, you will not be permitted to access and use the Service.

We reserve the right to change any or all of these Terms of Use or other conditions for using the Service at any time in accordance with Section 14.1 below.

Only Authorised Users may access and use the Service. If you are not an Authorised User and attempt to use the Service, you will be in breach of these Terms of Use, and we reserve all our rights to take any action against you or your Organisation.

By accessing the Service you will be deemed to be an Authorised Representative for the purposes of the UK Link Manual.

Information about Xoserve

The Service is operated by Xoserve Limited (“**Xoserve**”, “**we**”, “**our**” or “**us**”). We are a limited liability company registered in England and Wales under company registered number 5046877 and have our registered office at Lansdowne Gate, 65 New Road, Solihull, B91 3DL.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms of Use, unless otherwise stated or the context otherwise requires, the following words and expressions have the following meanings:

“**Affiliate**” means any entity which from time to time controls, is controlled by or is under common control with Xoserve, where control means having the ability (including without limitation by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

“**Applicable Laws**” means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time, and including but not limited to the Gas Act 1986, the Utilities Act 2000, the Data Protection Regulations, and the Computer Misuse Act 1990.

“**Authorised User**”, “**Authorised Representative**”, “**you**” or “**your**” refers to you, the individual who is expressly authorised by your Organisation to access and use the Service.

“**Contact Management Service**” means the internet based service (as may be amended from time to time) provided by Xoserve to manage contacts relating to supply point and invoicing information.

“**Data Protection Regulations**” means any UK or EU regulations, including the Data Protection Act 1998 and any regulation or legislation enabled under that act, which relate to the processing, privacy, and use of Personal Data as applicable to you, your Organisation, us and/or the Services; and “**Data Controller**”, and “**Personal Data**” shall have the meaning given to them in the relevant regulations with Personal Data including sensitive personal data.

“**DSC**” means the Data Services Contract which is constituted by the DSC Agreement, the DSC Terms and Conditions and each of the CDSP Service Documents.

“**Intellectual Property Rights**” means patents, trade marks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, rights in know how and other intellectual property rights, in each

case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Organisation” means an entity who is registered with us as a user of the Service and whom we have agreed to provide the Service to.

“Privacy Policy” means Xoserve’s privacy policy as published on the Website by Xoserve (as may be amended from time to time).

“Secure Access Details” means a user name, user identification code, password, or any other piece of encrypted or other information used as part of our security procedures to ensure you have secure and confidential access to the Service via our Website (whether or not such information has been chosen by you or allocated by us).

“Service” means the Contact Management Service.

“Terms of Use” is defined in the introductory paragraph of this document.

“Uniform Network Code” or **“UNC”** means the uniform network code prepared pursuant to Standard Special Condition A11(6) of the gas transporter’s licence, as from time to time modified, and as made contractually binding (as incorporated into an individual gas transporter’s individual network code) by the relevant framework agreement.

“Website” means the website located at the [URL www.xoserve.com](http://www.xoserve.com) from which the Service is hosted and provided, and any other website from which the Service will be provided, as notified from time to time by us pursuant to Section 14.1 of these Terms of Use.

1.2 Interpretation

Unless the contrary intention appears, in these Terms of Use:

1.2.1 references to a person include an individual, a body corporate, partnership, state and an unincorporated association of persons;

1.2.2 references to you, us or your Organisation include references to the successors, assigns or transferees (immediate or otherwise) of you, us or your Organisation;

1.2.3 use of the words, includes or including or similar words or phrases means without limitation and the use of these or similar words or phrases shall not limit the meaning of the general words;

1.2.4 each reference to a document is a reference to that document as amended from time to time;

1.2.5 headings in these Terms of Use do not affect its interpretation; and

1.2.6 a reference to “writing” or “written” shall include email.

2. ACCESSING THE SERVICE

2.1 Access to the Service via our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the availability of the Service without notice. We will not be liable if for any reason the Service is unavailable at any time or for any period.

2.2 From time to time and without notice, we may restrict access to some parts of the Service, or the entire Service, or disable any Secure Access Details for any reason whatsoever and to any or all Authorised Users, including if in our opinion you have failed to comply with any provision of these Terms of Use.

3. YOUR OBLIGATIONS, ACKNOWLEDGEMENTS AND WARRANTIES

- 3.1 The obligations, acknowledgements and warranties set out in this Section 3 are without limitation to any other provision of these Terms of Use.
- 3.2 You undertake, represent and warrant that:
- 3.2.1 you are authorised by your Organisation to access the Service as an Authorised User;
- 3.2.2 you will only access the parts of the Service that you and your Organisation are permitted to access by us;
- 3.2.3 you will only access and use the Service for the purpose(s) upon which you and your Organisation have been permitted to access and use the Service; and
- 3.2.4 any material or content uploaded by you to our Website through your use of the Service, shall be uploaded in accordance with all provisions of these Terms of Use (including Section 10).
- 3.3 You shall, at all times when accessing or using the Service:
- 3.3.1 ensure that you do not make, arrange or authorise the insertion or reference to us, the Service, or our Website in any document (including promotional or merchandising material) or on any website (including by linking to our Website), without our prior written consent;
- 3.3.2 abide by any applicable code of practice or industry codes, including but not limited to the Uniform Network Code, the Gas Shippers Licence: Standard Conditions; the Gas Transporters Licence: Standard Conditions; and the DSC;
- 3.3.3 comply with all Applicable Laws; and
- 3.3.4 ensure that any Secure Access Details used for accessing the Service are kept secure and strictly confidential at all times. You are responsible for any access or use of the Service pursuant to your Secure Access Details (whether or not authorised by you, your Organisation, or otherwise), and your Organisation shall be liable for any charges incurred as a result of that use. You must notify us in writing immediately after you become aware of any unauthorised use or disclosure of your Secure Access Details.
- 3.4 You acknowledge and agree that:
- 3.4.1 you have read and agree to be bound by the terms of all legal notices posted on our Website in relation to the Service (as amended by us from time to time), including but not limited to our Privacy Policy and General Website Terms of Use;
- 3.4.2 we are not responsible for the Service's data or content or for any errors, mistakes, inaccuracies or omissions in the Service's data or content (including any content or material uploaded to the Service by you or by any other user);
- 3.4.3 we cannot guarantee the continuous or fault-free operation of the Service. Systems or technological failure may impede or prevent your access to all or any part of Service, and transmission of data via the Service is over the internet and therefore can be subject to errors and delays. We are not responsible or liable to you for any such systems, technological or data transmission failure that might occur; and
- 3.4.4 you are responsible for the security and integrity of your own data (including any data or material uploaded to the Service).

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights and other ownership rights in the Service and any content or materials forming part of the Service (including any developments, enhancements,

improvements, or changes to the Service after you have accepted these Terms of Use) shall be retained by and vest in us, our licensors or our content providers (as applicable).

- 4.2 These Intellectual Property Rights may be protected by applicable laws and treaties around the world. All such rights are reserved.
- 4.3 We grant to you, as an Authorised User of the Organisation, a revocable, royalty-free, nonexclusive, non-transferable (including no right to sub-licence), limited licence to access and use the content and material made available as part of the Service, but strictly only for the purposes of accessing and using the Service in accordance with these Terms of Use. It is a condition of this licence that you do not modify, adapt, reverse engineer, alter, or create any derivative work of any content, material or software forming part of the Service. This licence shall immediately and automatically expire upon us withdrawing your access to the Service under these Terms of Use for any reason whatsoever.

5. COPYING AND DOWNLOADING MATERIALS

- 5.1 You may print off, and may download extracts, of any page(s) provided on our Website as part of the Service, but only for your own reference in the course of you performing your employment or contracted duties for your Organisation, and only for the purpose(s) referred to in Section 3.2.3 of these Terms of Use. Unless otherwise permitted by these Terms of Use or otherwise by us in writing, you must not disclose any content or material relating to third parties.
- 5.2 You must not modify the paper or digital copies of any materials made available by us as part of the Service that 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.
- 5.3 You must not use any part of the materials made available by us as part of the Service for commercial purposes, or any purpose other than a purpose(s) referred to in Section 3.2.3 of these Terms of Use.
- 5.4 Without limiting any other section of these Terms of Use, if you print off, copy or download any material provided as part of our Service in breach of these Terms of Use, we shall have the right to (at any time) cease your use of the Service, and you must, at our option, return or destroy any copies of the materials you have used or made.

6. NO RELIANCE ON INFORMATION POSTED

- 6.1 Commentary and other materials provided as part of the Service do not amount to advice upon which reliance can be placed by you or your Organisation. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the Service (whether or not an Authorised User) or by anyone who may be informed of any contents of the Service (including if such third party is informed of the contents of the Service as a consequence of a breach of these Terms of Use).
- 6.2 Any data, material or content forming part of the Service may be out of date at any given time, and we are under no obligation to update such data, material or content.
- 6.3 Information provided as part of the Service, on our Website and in any other Xoserve publication should not be regarded as a substitute for any professional or expert advice.

7. OUR SERVICE MAY CHANGE

We may update or change the Service (including the content forming part of the Service) and our Website at any time. If the need arises, we may suspend access to the entire Service or any part of the Service, or close it indefinitely for any reason whatsoever.

8. OUR LIABILITY

- 8.1 Subject in all instances to Section 8.4, our rights set out in this Section 8 are in addition to any other of our rights set out in these Terms of Use.
- 8.2 The material, information and content displayed on our Website as part of the Service is provided without any guarantees, conditions or warranties as to its accuracy, completeness, or fitness for purpose. At all times subject to Section 8.4, and to the extent permitted by law, we, any of our Affiliates and third parties connected to us or associated with us hereby expressly exclude as against you and your Organisation:
- 8.2.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 8.2.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user or Organisation in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; (f) loss of goodwill; (g) and wasted management or office time; and, 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 8.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you (or any other user of the Service) to our Website.
- 8.4 Notwithstanding any other provision of these Terms of Use, neither our or your liability under or in connection with these Terms of Use or the Service, whether arising in tort (including negligence), contract or otherwise shall be excluded or limited to the extent that it arises in respect of the following matters:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - (d) to the extent such exclusion or reduction is not otherwise permitted by law.
- 8.5 Subject to Section 8.4, you acknowledge and agree that any instance of our liability under or in connection with these Terms of Use, whether arising in tort (including negligence), contract or otherwise, shall be as commensurate as possible to the price paid for the particular Services which caused, or that were directly associated with, the particular instance of liability.

9. DATA PROTECTION

- 9.1 We shall store and process any data or information about you that is Personal Data in relation to your use of the Service in accordance with our Privacy Policy, as may be amended or updated by us from time to time in accordance with that policy. By using the Service, you consent to such processing and you represent and warrant that all such data provided by you is accurate.
- 9.2 In respect of any data or information that is Personal Data, that is submitted or uploaded by you to our Website or otherwise to us in the course of your use of the Service, we shall store and process any such Personal Data in accordance with our Privacy Policy. In submitting or uploading such Personal Data to us, you consent to such processing, and you represent and warrant that:
- 9.1.1 such data provided by you is accurate; and
- 9.1.2 you have all necessary rights to provide that Personal Data to us for storage and

processing by us in accordance with our Privacy Policy.

- 9.3 In respect of any data or information that we provide to you in your use of the Service that is Personal Data, you undertake, represent and warrant that your Organisation shall:

9.3.1 comply with all obligations of a 'data controller' pursuant to the Data Protection regulations in all respects in relation to your use, storage and processing of that Personal Data; and

9.3.2 strictly only use, store or process that Personal Data as you are permitted to do in the course of your use of the Service pursuant to Sections 3.2.2 and 3.2.3 of these Terms of Use.

10. UPLOADING MATERIAL TO OUR SITE

- 10.1 Whenever you make use of a feature that allows you to upload material or information to our Website through your use of the Service (which, for the avoidance of doubt, includes the submission of queries by you as part of the Contact Management Service), you undertake, represent and warrant that:

10.1.1 the material or information you upload is not unlawful or uploaded for an improper purpose, including information that is defamatory, misleading or deceptive, offensive, or would otherwise expose us to any liability legal proceedings or other sanction;

10.1.2 the material or information you upload does not and/or will not infringe any third party's Intellectual Property Rights;

10.1.3 in the course of uploading such material or information, you will not be disclosing to us any confidential or sensitive information of any third party that you are not expressly authorised by that third party to disclose; and

10.1.4 you shall upload any such material or information in accordance with Section 9 of these Terms of Use.

- 10.2 We are not under any obligation to monitor or censor the material uploaded by you to our Website as part of your use of the Service. However, we reserve the right to do so and to take any action we deem appropriate, including the right to remove any material or posting you make on our Website in relation to the Service if, in our opinion, such uploaded material breaches these Terms of Use or breaches the content standards set out in Section 10.1 above.

11. VIRUSES, HACKING AND OTHER OFFENCES

- 11.1 You must use your best endeavours to not introduce viruses, trojans, worms, logic bombs or other material which are malicious or technologically harmful to our Website or the Service, or malicious or technologically harmful to the server on which our Website and the Service is stored or any server, computer or database connected to our Website or the Service. You must not attempt to gain unauthorised access to the Service, the server on which our Website and the Service is stored or any server, computer or database connected to our Website or the Service. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

- 11.2 By breaching this Section 11, you may commit a criminal offence under the Computer Misuse Act 1990. We may 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, we have the right to immediately cease your access to the Service (and/or our Website).

- 11.3 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 Website or to your downloading of any material posted on it, or on any website linked to it.

12. LINKS FROM OUR SERVICE

If the Service contains links or refers 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.

13. JURISDICTION AND APPLICABLE LAW

- 13.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, your use of the Service, although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.
- 13.2 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

14. GENERAL PROVISIONS

- 14.1 We may revise these Terms of Use at any time with immediate effect by amending this document and posting the revised Terms of Use on our Website or at any other website notified by us to you from time to time. You are expected to check the relevant website from time to time to take notice of any changes we make, as they are binding on you.
- 14.2 No delay or failure by us to enforce any provision of these Terms of Use will be deemed a waiver of any of our rights under these Terms of Use. No waiver by us will be effective unless it is in writing and signed by us.
- 14.3 We will send all notices and other communications regarding your use of the Service through any of the following mediums, at our option: (a) to the nominated email address of your Organisation; or (b) by a notice or communication posted on our Website. All notices from you to us must be sent by email to commercial.enquiries@xoserve.com. These contact details may be amended from time to time. It is your responsibility to check these Terms of Use for our current contact details, or to check our Website for any notices or communications posted on our Website.
- 14.4 With respect to the relationship between us and you, these Terms of Use comprise our entire agreement in relation to the Service. It supersedes all prior understandings, agreements or representations between us and you and in relation to the Service. Nothing in these Terms of Use shall exclude our liability to you for fraud or fraudulent misrepresentation.
- 14.5 By clicking the 'accept' button and by accessing and using the Service, you accept and agree to be bound by these Terms of Use, and you represent, warrant and undertake that you have authority to do so pursuant to Section 3.2.1.
- 14.6 With respect to the relationship between us and your Organisation; these Terms of Use and the DSC, comprise the entire agreement between us and your Organisation in relation to the Service. Nothing in these Terms of Use shall exclude our liability to your Organisation for fraud or fraudulent misrepresentation.
- 14.7 When interpreting the provisions of the DSC on the one hand, and these Terms of Use on the other hand, then, to the extent of any inconsistency between a provision of the DSC and a provision of these Terms of Use, the provision of the DSC shall prevail.
- 14.8 If any term of these Terms of Use is void, unenforceable or illegal, that term is severed. The remainder of these Terms of Use shall have full force and effect.