

Signature date: 24/11/2015 12:00

GENERAL TERMS WHICH APPLY WHEN YOU USE THE CON-SERVE SITE

Welcome to the Con-Serve site!

This page (together with the document(s) referred to on it) set out the terms of use which apply to you when you register as a user to use our website con-serve.consideratehoteliers.com ("our site"/"the Con-Serve site"). From time to time we may require you to agree to additional terms which apply to specific new features or services which we make available on our site. Please read these terms of use carefully and any other additional terms of use before you start to use the site. By using our site, you indicate that you accept these terms of use and any additional terms brought to your attention and that you agree to abide by them. If you do not agree to these terms of use or to any additional applicable terms, please do not use the Con-Serve site. We thank you in advance for your considerate use of our site.

Before you continue, we advise you to please print off or save a local copy of these site terms of use for your records.

A BIT OF INFORMATION ABOUT US

con-serve.consideratehoteliers.com is a site operated by Considerate Hoteliers, trading as Con-Serve ("we" / "Con-Serve"). We are registered in United Kingdom under company number 7996155 and have our registered office at 3rd Floor, WeWork Building, 2 Eastbourne Terrace, London, W2 6LG

We are a company.

AND THIS IS WHAT WE DO

We are dedicated to helping consumers and organisations understand how green they are.

On our site you will be able to:

Track energy and resource consumption in your organisation

Identify potential savings opportunities through analysis and benchmarking

Track implementation of savings projects and impact on consumption

Calculate carbon footprints for your organisation

If you want to use our site, you will be asked to register on our site and subscribe to our services. You accept to be bound by these general terms of use, our privacy policy and before you subscribe to our services we need you to click and accept our terms of supply.

YOUR ACCESS TO OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (although we will always do our best to provide you with at least 30 days notice). We will not be liable if for any reason our site is unavailable at any time or for any period. You understand and accept that if our site is no longer available for any reason, you may no longer be able to access and use any of the data you uploaded on our site. You must ensure that you keep a record and/or back-up any or all of the data you upload on our site. We may from time to time provide you with tools to assist you with keeping a copy of any data you upload on our site.

From time to time, we may restrict access to some parts of our site, or our entire site. We do this if this is necessary for any reason or in order to improve the services we make available to you on the Con-Serve site.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your Internet connection are aware of these terms, and that they comply with them.

PLEASE PROTECT YOUR PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

PLEASE DON'T MISUSE THE INTELLECTUAL PROPERTY RIGHTS ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors and you may not modify, rent, lease, loan, sell, distribute or create derivative works based on the materials on our site (either in whole or in part) unless you have been specifically told that you may do so by us or by our licensors, in a separate agreement.

Nothing in these site terms of use give you a right to use any of Con-Serve's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

YOU HAVE A LIMITED RIGHT TO USE THE SOFTWARE ON OUR SITE

Con-Serve gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Con-Serve as part of the services made available on the Con-Serve site.

This license is for the sole purpose of enabling you to use and enjoy the benefit of the Con-Serve services. You may not (and you may not permit anyone else) to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Con-Serve software or any part thereof, unless this is expressly permitted or required by law.

If you print off, copy or download any part of our site or use our software in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

HERE ARE THE THINGS YOU CAN'T DO WHEN USING OUR SITE

You may use our site only for lawful purposes. You may not use our site:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

YOU SHOULD NOT RELY ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor and registered users to our site, or by anyone who may be informed of any of its contents.

WE DO CHANGE OUR SITE REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Although we will always try to ensure all material on our site is current and up to date, any of the material on our site may be out of date at any given time. We are under no obligation to update such material.

OUR LIABILITY

We are passionate about what we do and provide our services to you using all reasonable skill and care. But there are certain things that we don't promise about our services.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user, visitor or registered user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; 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.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

PLEASE HELP US PROTECT OUR SITE AGAINST VIRUSES AND HACKING

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

If you do the above, you would commit a criminal offence under the Computer Misuse Act 1990. We would have to report you to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. We would also immediately prevent you from using our site.

We will not be liable for any loss or damage caused by 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 site or to your downloading of any material posted on it, or on any website linked to it.

YES YOU CAN LINK TO OUR SITE BUT PLEASE BE CONSIDERATE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our content standards set out in these terms of use.

We are always happy to hear from you, so If you wish to make any use of material on our site other than that set out above, please get in touch with us by emailing us benedetta.cassinelli@consideratehoteliers.com.

LINKS FROM OUR SITE

Where our site contains links 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.

GENERAL POINTS YOU SHOULD NOTE

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site but we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

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 and Wales.

If you do not comply with these terms of use, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

We may revise these terms of use at any time by amending this page. We will endeavour to notify you of material changes but you are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. You understand and agree that if you use the Con-Serve services available on our site after the date on which these terms of use have changed, we will treat your use as acceptance of the updated terms of use.

YOUR CONCERNS

We look forward to providing a great service to you. If you have any concerns about material which appears on our site, please contact us at benedetta.cassinelli@consideratehoteliers.com.

Thank you for visiting our site!