

Website Acceptable Use Policy

Last updated: 12th January 2018

Please read the terms of this policy carefully before using the site

What's in these terms?

This acceptable use policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way.

Who we are and how to contact us

www.primeplc.com is a site operated by Prime (UK) Developments Ltd ("We"). We are registered in England and Wales under company number 3286349 and have our registered office and main trading address at 5 The Triangle, Wildwood Drive, Worcester, WR5 2QX. Our VAT number is 823829023.

To contact us, please email enquiries@primeplc.com.

By using our site you accept these terms

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

Our terms of website use also apply to your use of our site.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 12th January 2018.

Prohibited uses



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.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- 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 also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our <u>terms of website use</u>.
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

Content standards

These content standards apply to any and all material which you contribute to our site (Contribution).

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Prime (UK) Developments Ltd will determine, in its discretion, whether a Contribution breaches the Content Standards. A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

• Be defamatory of any person.



- Be obscene, offensive, hateful or inflammatory.
- · Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from any member of the Prime Group companies, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.



We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Which country's laws apply to any disputes?

The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.