

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Terms of website use

These terms apply to your use of our website www.nccgroup.com ('our site').

Separate terms and conditions will apply to use of specific portals on our site, including without limitation, Escrow Live, the Website Performance Portals and the Managed Services portal.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which can be accessed here, sets out the terms on which we process any
 personal data we collect from or you, or that you provide to us. By using our site, you consent to
 such processing.
- Our Cookie Policy, which can be accessed <u>here</u>, sets out information about the cookies on our site.

INFORMATION ABOUT US

<u>www.nccgroup.com</u> is a site operated by NCC Group plc ('We'). We are registered in England and Wales under company number 04627044 and have our registered office at XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester, M3 3AQ.

CHANGES TO THESE TERMS

We may revise these terms of use at any time without notice to you. Please check this page from time to time to make sure you have seen and are aware of our latest terms.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.



We do not guarantee that our site, or any content on it, will be free from errors or omissions.

AVAILABILITY AND ACCESS

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all copyright, trade marks, service marks, trade names, trade dress, design right, database rights and all other intellectual property rights in the content of our site unless otherwise stated.

You are permitted to access and use this site for personal, non-commercial use only. You may not access or use this site for any commercial purposes or otherwise exploit, extract, publish distribute or reproduce any part of this site for any commercial purpose.

We will take very seriously any access to or interference with our site with intent to deny, corrupt or damage or otherwise interfere with service from our site or for other commercial purposes. We will monitor any such use and will take whatever action necessary to protect this site from such activities. By using this site, you agree that damages may not be an adequate remedy for any breach of the above access terms or infringement of any of our rights by you and you accordingly agree that we are entitled to seek any and all of the following remedies: injunction; specific performance; orders to deliver up infringing copies or materials and any other legal or equitable relief for any threatened or actual breach and/or infringement. You further agree that no proof of special damages is necessary for us to obtain any such remedies.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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



THIRD PARTY LINKS AND RESOURCES ON OUR SITE

Our website may also contain hypertext links to websites operated by third parties. The responsibility for the operation and content of those websites shall rest solely with the organisation identified as controlling the third party website and will be governed by separate terms and conditions. Links are provided for convenience and inclusion of any link does not imply endorsement in any way of the site to which it links. We accept no responsibility or liability for the contents of any third party website.

We also do not guarantee that third party websites are free from viruses or anything else that could be infectious or destructive.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.



We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

APPLICABLE LAW

These terms of use, 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.

CONTACT US

To contact us, please email $\underline{\text{response@nccgroup.com}}$ or call us on $\underline{+44}$ (0)161 209 5200 (please note that NCC Group may monitor or record calls for training and quality purposes).

Thank you for visiting our site.