

TERMS AND CONDITIONS

Archer Knight (Holdings) Limited

1. ABOUT THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions and the documents referred to in them (the "Terms and Conditions") set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law.
- 1.2 In these Terms and Conditions, "we", "us" or "our" means, as the context may require:
 - 1.2.1 Archer Knight (Holdings) Limited, a company registered in Scotland with company number SC542791 and having its registered address at 72 Carden Place, Aberdeen AB10 1UL; or
 - 1.2.2 any company that is from time to time a direct or indirect parent company of Archer Knight (Holdings) Limited and any direct or indirect subsidiary of such parent company.
- 1.3 In these Terms and Conditions, "you" or "your" means the person using our Site (defined below).
- 1.4 These are the terms and conditions which apply to:
 - 1.4.1 your use of our website at www.archerknight.com (the "Site"); and
 - 1.4.2 if applicable, your purchase(s) of market intelligence reports ("Reports") made available through the Site (with our provision of the Site and the Reports together comprising the "Services"),
- 1.5 If you use the Services, you agree to be legally bound by these Terms and Conditions. You should read these Terms and Conditions carefully before using the Services and should not continue unless you accept these Terms and Conditions. When purchasing a Report, you will be asked to confirm that you accept these Terms and Conditions by clicking the 'Agree' button. When using the Services, you also agree to be legally bound by:
 - 1.5.1 the terms of our Privacy Policy; and
 - 1.5.2 any additional terms which may add to, or replace some of, these Terms and Conditions or any documents referred to in these Terms and Conditions.
- 1.6 We may require to make changes to these Terms and Conditions to enable us to comply with changes to applicable legislation, regulatory requirements or industry standards in relation to the Site or to enable us to modify the way in which we provide the Services to you (provided that this does not materially adversely impact the Services delivered to you). Please check these pages from time to time to take notice of any changes we make, as they are binding on you.
- 1.7 If you don't understand any of these Terms and Conditions and want to ask us about them or if you would like to contact us about any other aspect of our Site, please contact us by:

1.7.1 email: info@archerknight.com; and

1.7.2 telephone: +44 (0)1224 009022.

2. INFORMATION ABOUT THE SITE AND THE REPORTS

2.1 Information Provided as part of the Services

2.1.1 We try to make sure that all information in the Services, including descriptions of the Services and the fees applicable to the same, is accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information in the Services as soon as reasonably possible and if we think that such an error has affected you, we will try to let you know.

2.2 Availability of the Site

2.2.1 We shall use commercially reasonable endeavours to make the Site available, except for routine and emergency maintenance. However, access to the Site is not guaranteed. From time to time we may withdraw or amend any of the content and Site. We will not be liable if the Site or any content is unavailable at any time for any reason. From time to time, we may restrict access to some parts of the Site, or the entire Site, including to users who have registered with us.

2.2.2 You are responsible for making all arrangements necessary for you to have access to the Site (for example ensuring you have an available internet connection).

2.2.3 You acknowledge that the availability of the Site is dependent upon other people (including third parties, such as service providers). We will try to ensure that the Site is available to you at all times, though we can't promise that the Site will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the Site). These events are outside of our control.

2.3 Site links

2.3.1 Our Site may contain links to other websites provided by independent service providers. We make no representations whatsoever concerning the content of those websites and the fact that we have provided a link to a particular website is not an endorsement by us of such site, its owners, or its providers. We assume no responsibility for the content of independent service providers' websites linked on our Site. We will not be liable for any loss or damage that may arise from your use of them.

3. YOUR OBLIGATIONS

3.1 Acceptable use of the Site

3.1.1 You may use our Site only for lawful purposes. You may not use our Site:

- (a) in any way that breaches any applicable local, national, or international law or regulation;

- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- (d) 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.

3.1.2 You will not, nor allow third parties on your behalf to, (i) make and distribute copies of the underlying code for the Site or any content made available on our Site ("Site Materials"); (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Site Materials; (iii) create derivative works from the Site Materials; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Site Materials; (v) make alterations to, or modifications of, the Site Materials, or permit the Site Materials to be combined with, or become incorporated in, any other programs.

3.1.3 If you breach any of your obligations under Clauses 3.1.1 or 3.1.2, then we shall be entitled to suspend your User Account with immediate effect. We shall notify you of such suspension and (unless prevented by law or the order of a court) shall provide you with the reasons for such suspension.

3.2 Acceptable use of Reports

3.2.1 Upon payment of the applicable Fees under Clause 4, you will receive the Report you have requested in accordance with these Terms and Conditions.

3.2.2 You may use the Report only for lawful purposes. You may not use the Report:

- (a) in any way that breaches any applicable local, national, or international law or regulation; and
- (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

3.2.3 You will not, nor allow third parties on your behalf, to (i) make and distribute copies of the Report; (ii) attempt to copy, reproduce, alter, modify, exchange or translate the Report; (iii) create derivative works of the Report; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Report.

3.2.4 If you breach any of your obligations under Clauses 3.2.2 or 3.2.3, then we shall be entitled to suspend the supply of the Services and your access to your User Account with immediate effect. We shall notify you of such suspension and (unless prevented by law or the order of a court) shall provide you with the reasons for such suspension.

3.3 Your User Log-in

3.3.1 If you become a registered user of the Site and create an account with us ("User Account"), you will require a valid email address and will be asked to enter a username, password and any other piece of information we deem necessary as part of our security procedures ("Login Details").

3.3.2 You must provide us with any other details we collect from you at registration, so that we can administer your User Account.

3.3.3 It is your responsibility to ensure that your Login Details and all other details in relation to your account remain confidential at all times and you should not share your Login Details with anyone else. You agree to let us know as soon as possible if you know or reasonably suspect that the security of your User Account is at risk.

4. PAYMENT

4.1 The charges payable by you for a Report (the "Fees") are the applicable Fees for that Report specified on the Site. All Fees are payable in advance.

4.2 The Fees for a Report:

4.2.1 are in pounds sterling (£)(GBP) unless stated otherwise; and

4.2.2 are net to us and exclude VAT at the applicable rate, which shall be automatically added on to the Fees. In the event that VAT is not applicable, then you will be asked to provide the necessary documentation to enable the VAT to be either removed or refunded.

4.3 You can pay for a Report using our online payment system, by any of the credit cards, debit cards or other payment cards accepted by us, as identified on our online payment system.

4.4 All payments by credit card or debit card need to be authorised by the relevant card issuer and we may also need to use extra security steps if required by the card issuer.

4.5 We will do all that we reasonably can to ensure that all of the information you give us when paying for our Reports is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

4.6 By making payment by a payment card you are confirming that you are 18 years of age and have authority from the cardholder to use such payment card.

5. ISSUES WITH THE SITE

5.1 When we supply the Site to you:

5.1.1 we will use reasonable skill and care and comply with all applicable laws and regulations;

5.1.2 we will use all reasonable efforts to ensure that the Site and is free from defects, viruses and other malicious content;

5.1.3 we do not promise that the Site is compatible with any third-party software or equipment except where we have said that they are in the guide to their use or on our Site; and

5.1.4 you acknowledge that there may be minor errors or bugs in the Site.

5.2 For your own benefit, you should make sure that you have appropriate software and systems in place to check for viruses and other malicious content.

5.3 We are not responsible for preventing or detecting any fraud in relation to the Site.

6. PROPRIETARY RIGHTS AND LICENCE

6.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the Services (including its appearance and branding), together with the underlying software code, are owned by us or our licensors. We may also use open source software code in the Site.

6.2 We grant you a revocable right to use the Site in accordance with these Terms and Conditions.

7. DATA PROTECTION

7.1 We are committed to complying with all applicable data protection legislation (including the General Data Protection Regulation) in relation to your personal information. Any personal information you supply to us (and which we collect from you or other sources) when creating your User Account or when you use the Site will be used by us in accordance with our Privacy Policy.

7.2 We may need to share information about you with our service providers who help us to deliver the Site to you (for example third party technology companies who may provide elements of the Site's functionality). Service providers will only use your information to help provide the Site; they will not market to you. By using the Site, you agree to grant us and our service providers, a non-exclusive, perpetual, irrevocable, royalty free, transferable and worldwide licence to use any information, materials, data and other content that you provide via your User Account (the "Content"). We and the service providers may use, modify, display, distribute and create derivative materials using the Content for the purpose of providing the Site to you, in accordance with these Terms and Conditions (including specifically our obligations in relation to your personal data set out in this Clause 7).

7.3 By using the Site and setting up a User Account, you consent to us providing information to you on similar products or services offered by us that you might be interested in. You have a right to opt out of these communications by contacting info@archerknight.com.

8. LIMIT ON OUR RESPONSIBILITY TO YOU

8.1 The Services (including, without limitation, any Report purchased by you) have not been developed or written to meet your individual circumstances. It is your responsibility to ensure that the Services meet your needs. We have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity. We also have no liability to you for any damage or alteration to your equipment or software as a result of the use of our Site.

- 8.2 The information which we provide via the Site is for the purposes of information only and does not include the provision of any advice. We do not provide or offer any financial, investment, legal or tax advice in connection with the services we provide, and nothing in our Site or in our communications with you should be regarded as any recommendation or advice provided by us. Similarly, Reports purchased through the Site do not constitute the provision of financial, investment, legal or tax advice and any decisions you make in relation to your business or investments after the receipt of a Report are therefore solely your responsibility. You should not rely on information, content, or materials on the Site or in a Report as the sole basis for making a financial decision. You should use your own judgment and seek professional advice if appropriate. Accordingly, you agree that we are not responsible or liable to you for:
- 8.2.1 any action (or inaction) resulting from use of or reliance on any information, content and materials displayed on the Site (or any loss or damage you suffer as a result) or contained in any Report;
 - 8.2.2 third party sites or services linked to or accessed from the Site (or your use of, or reliance on, those third-party sites or services); or
 - 8.2.3 any dealings you have with third parties through the Site.
- 8.3 Except for any legal responsibility that we have under Clause 8.4, we are not legally responsible for:
- 8.3.1 losses that:
 - (a) were not foreseeable to you and us when you access and use our Site; or
 - (b) were not caused by any breach on our part;
 - 8.3.2 business losses; and
 - 8.3.3 losses to non-consumers.
- 8.4 Nothing shall exclude or limit our liability for death or personal injury caused by our negligence, for our fraud or fraudulent misrepresentation, or if we deliberately breach these Terms and Conditions in a major way that is designed to harm you, or for any other liability which cannot be excluded or limited under applicable law.
- 8.5 To the maximum extent permitted by law, we disclaim all implied warranties with regard to the Services. We do not warrant that the information, content or materials displayed on the Site or in Reports are accurate, sufficient for a purpose or error-free, nor that the information displayed in the Services is, when accessed by you, up-to-date or complete.

9. GENERAL TERMS

- 9.1 If you are unhappy with the Services or any other matter, please notify us at info@archerknight.com and include the following information: your name, telephone number and a description of your complaint if possible. We will attempt to resolve the matter quickly and efficiently.

- 9.2 We may transfer our rights and obligations under these Terms and Conditions to another organisation, but this will not reduce your rights against us or our obligations. You may not transfer your rights or obligations to another person.
- 9.3 If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver of our rights would need to be given by us in writing.
- 9.4 Each of the conditions of these Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.5 These Terms and Conditions are not intended to confer a benefit on, or be enforceable by, any person who is not a party to these Terms and Conditions.
- 9.6 We may use service providers to support us in providing the Services. We will take reasonable care in selecting our service providers so as to protect your security.
- 9.7 Please note that these Terms and Conditions and your Agreement, their subject matter and formation, are governed by the laws of Scotland. You and we both agree that the Scottish courts will have exclusive jurisdiction.
- 9.8 These Terms and Conditions are drawn up in the English language. All written communications between you and us relating to these Terms and Conditions are to be in English.