

## **Egan Property Asset Management Limited – Website Terms & Conditions**

The information on this site is subject to change without notice. Although reasonable endeavours have been taken to ensure that the contact is accurate, no warranty, express or implied, is given in that regard.

Investments in any Albemarle Syndicate can only be made on the basis of information provided in the relevant information memorandum or other similar documentation. Your access to and use of this Website are subject to the Terms and Conditions below.

Please read these carefully before proceeding further. By accessing any part of this Website you are agreeing to be bound by them:

Albemarle-Syndicates.com ("Albemarle-Syndicates") website at the following address: [www.Albemarle-Syndicates.com](http://www.Albemarle-Syndicates.com) ("Website") is provided by Egan Property Asset Management Limited ("EPAM"). Your access to and use of this Website are subject to the Terms and Conditions below. Please read these Terms and Conditions carefully before proceeding further and by accessing any part of this Website you are agreeing to be bound by them.

1. Acceptable use of Service
2. Communications to the Website
3. Links
4. Disclaimer
5. Intellectual Property Rights
6. Data Protection
7. General Provisions

### **1. Acceptable use of Service**

- 1.1 EPAM grant you a non-exclusive non-transferable licence to access the Website for the duration of this Agreement.
- 1.2 You agree to use this Website for lawful purposes only.
- 1.3 You may not reproduce, modify, publish, edit, translate, distribute, post on any other website, store or otherwise use, the content of this Website without EPAM's prior written permission.
- 1.4 EPAM reserves the right to terminate your access to its Website for any reason, without notice.
- 1.5 EPAM shall not guarantee the security of the information you send to the Website.

### **2. Communications to the Website**

- 2.1 By posting communications to the Website, you automatically grant to [www.Albemarle-Syndicates.com](http://www.Albemarle-Syndicates.com) a royalty-free, perpetual and irrevocable license:
  - 2.1.1 To use reproduce, modify, publish, edit, translate, distribute and display your communication alone or as part of other works in any form, media or technology; and
  - 2.1.2 To sublicense such rights to anyone, for any purpose.

- 2.2 EPAM shall have no liability whatsoever for the contents of your communications posted on the Website.
- 2.3 You are prohibited from posting:
  - 2.3.1 Materials that are subject to copyright unless you own the copyright or have permission from the owner of the copyright in the relevant material;
  - 2.3.2 Materials that:
    - 2.3.2.1 Infringe any intellectual property right whatsoever; or
    - 2.3.2.2 Violate any other law.
  - 2.3.3 Sexually explicit images or materials that are obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity; and
  - 2.3.4 Advertisements promotional materials, "junk mail", "spam", chain letters, or any other form of solicitation of business.
- 2.4 In addition, you may not:
  - 2.4.1 Access the Website to obtain a list of Website users;
  - 2.4.2 Impersonate another person or misrepresent your affiliation with any person or organisation when using the Website; or
  - 2.4.3 Frame or create a link to the Website.
- 2.5 You will be fully liable for and indemnify and keep indemnified [www.Albemarle-Syndicates.com](http://www.Albemarle-Syndicates.com) against all liability, loss, damage, cost, legal cost, professional and other expenses of any nature whatsoever incurred by EPAM, whether direct or indirect arising out of any dispute, action, claim or proceeding brought against EPAM by a third party claiming relief against EPAM because of material or communications written to or by you which are posted on the Website.
- 2.6 EPAM reserves the right to remove any communication to the [Albemarle-Syndicates.com](http://Albemarle-Syndicates.com) Website.
- 2.7 EPAM has no liability or responsibility to you for the performance or non-performance of the activity in Clause 2.6.
- 2.8 EPAM may at any time in its sole discretion make changes to the information posted on this Website without notice to users.

### **3. Links**

- 3.1 EPAM does not accept any responsibility or liability whatsoever for any materials accessed from any linked websites and does not make any representations regarding the control or accuracy of such material.
- 3.2 The linked websites are provided solely as a convenience to you and the provision of such links does not constitute an endorsement by EPAM whatsoever of the information held on those websites or of those websites in general. For the avoidance of doubt, EPAM does not control any of the linked websites.
- 3.3 When you choose to access any Website links or other links, you are doing so at your own risk and EPAM do not accept any responsibility for any loss or liability arising to you or any third party in connection with the same.

### **4. Disclaimer**

- 4.1 EPAM shall be under no liability whatsoever to you for loss of any nature, including but not limited to direct, indirect, consequential, economic or other loss, whether based in contract or

tort and whether negligent or otherwise even if EPAM has been advised of the possibility of such damages (including loss of data, profit revenue and contracts of business and all losses and expenses without limitation suffered as a result of the dissemination of personal information) arising out of your access to, or use of, or inability to use, the Website, or any linked websites including without limitation where:-

- 4.1.1 The performance of our obligations under this Agreement is delayed, interrupted or otherwise prevented owing to events or conditions beyond our control; and
- 4.1.2 The loss or damage is caused by breach by you of any of your obligations under this Agreement.
- 4.2 EPAM give no assurances or warranties as to the quality, condition, description or fitness for purpose of the Website (or any linked website) and all implied terms relating thereto are hereby excluded.
- 4.3 EPAM does not guarantee, warrant or represent that the information and/or material, express or implied, accessible on this Website or any linked websites, is accurate, complete, current, reliable, merchantable, fit for a particular purpose or non-infringing of any third party rights.
- 4.4 EPAM does not warrant that the Website or any linked website will provide uninterrupted or error free access, or that the Website or any linked website or the Server being used is free from viruses or other harmful components.

## **5. Intellectual Property Rights**

- 5.1 You have no rights whatsoever in the Website and you acknowledge that any and all of the copyrights, trademarks, patents and other intellectual property rights whatsoever in respect of the Website are and shall remain the property of EPAM.
- 5.2 You shall have no right to print, decompile, modify, adapt, add to, copy or reproduce in any way whatsoever, in whole or in part, the Website (save as may be permitted under Sections 50A, 50B and 50C of the Copyright, Designs and Patents Act 1988) nor shall you have any right to sell, sub-licence or otherwise dispose of the System. You may view the material on the Website for your own personal use only.
- 5.3 You shall bring to our attention any infringement or suspected infringement by any third party of any of our rights in the Website and shall at our request and expense take or join us in taking all such action as we may in our sole discretion require for the purpose of protecting such rights.
- 5.4 You agree to obtain all necessary licenses and consents from owners of copyright material if you post it on the Website or communicate it via the Website
- 5.5 No license or right whatsoever is to conferred to you under this Agreement for use of any of EPAM's Intellectual Property or of its licensors unless expressly provided in these Terms and Conditions.

## **6. Data Protection**

- 6.1 EPAM will hold the data you supply to it in accordance with the Data Protection Act 1998.
- 6.2 EPAM will use your data for the purposes of membership of Albemarle-Syndicates.com

## **7. General Provisions**

- 7.1 EPAM may, in its sole discretion, revise these Terms and Conditions at any time by giving 5 day's notice of such amendments, with the revised terms taking effect as of the date referred to as the "Effective Date" in such a notice.
- 7.2 EPAM makes no representation that these materials are appropriate or available for use in other locations than England. If you use/access this Website from locations outside of England you are responsible for compliance with all applicable local laws.
- 7.3 If any part of these Terms and Conditions is held to be invalid, unlawful or otherwise unenforceable, the remainder of the terms shall remain in full force and effect.
- 7.4 The failure of EPAM to enforce any term or right arising under these Terms and Conditions shall not be deemed a waiver of its right to enforce such a term or right at any time in the future.
- 7.5 Any notice or notification required to be given under or in connection with this Agreement may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile or (in the case only of a notice given by us) by the Website by making the notice apparent to you when you access our Website.
- 7.6 EPAM's address for service of notice shall be 66 Grosvenor Street, London, W1K 3JL or such other address of which we give you notice.
- 7.7 Your address for service of notice shall be the address you enter on-line when entering into this Agreement or such other address of which you give us notice.
- 7.8 Any such notice shall be deemed to have been served in the case of a notice:
  - 7.8.1 Delivered personally, at the time of delivery;
  - 7.8.2 By post or courier to an address in the country of posting, at the expiry of 1 working day after it was posted;
  - 7.8.3 By airmail, at the expiry of 5 working days after it was posted;
  - 7.8.4 By telex, facsimile, e-mail or notification through the Website, at the time of transmission.
- 7.9 You acknowledge that, as regards your authorised use of the Website, the Terms and Conditions constitute the entire Agreement between EPAM and you.

PLEASE CLOSE THIS WINDOW TO RETURN TO THE MAIN WEBSITE